



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, AUGUST 11, 2016
Roswell Museum and Art Center
Bassett Auditorium - 100 W. 11th Street
Roswell, New Mexico 88201**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 15-56. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

AUGUST 11, 2016

MAYOR - Dennis J. Kintigh

6:00 p.m.

Ward I
Juan Oropesa
Natasha Mackey

Ward II
Steve Henderson
Caleb T. Grant

Ward III
Art Sandoval
Jeanine Best

Ward IV
Jason Perry
Savino Sanchez Jr.

Ward V
Barry Foster
Tabitha D. Denny

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up at the podium prior to 6:00 p.m. All matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If two members of the council desire to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 15-56. Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation
Agenda/Consent Items/Minutes from the June 27, 2016 Worksession, July 14, 2016 Regular City Council meeting, and the July 25, 2016 Special City Council meeting.

NON-ACTION ITEMS (Information Items)

1. Presentation - New Website (Deanna Phillips)

PUBLIC PARTICIPATION ON AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

CONSENT ITEMS

Bids and RFP's

2. Elgin Broom Bear Street sweeper - Consider approval of award to Pete's Equipment Repair Inc. for one (1) 2016 Elgin Broom Bear street sweeper in the amount of \$267,352.

RIAC Leases

3. Consider approval to authorize CAVU Aerospace, Inc., an Arkansas Corporation, to renew their current lease agreement on Building No. 61 and the fenced area surrounding the building.
4. Consider approval to authorize J&D Fiberglass, LLC, a Liability Corporation, to renew their current lease agreement on Building No. 755.
5. Consider approval to authorize Weldon Wagner, an individual, to renew his current lease agreement on Building No. 91, Space D and joint use of the ground floor office area.
6. Consider approval to authorize Dean Baldwin Painting, LP, a Texas Corporation, to amend their current lease agreement to allow for rent abatement for the next phase of construction/improvements to Building No. 1083.
7. Consider approval to authorize Integration, Innovation, Inc., an Alabama Corporation, to amend their current lease agreement to allow for rent abatement on modifications and improvements to the interior of Building No. 1000.
8. Consider approval to authorize Birdman Air Enterprises, Inc., a New Mexico Corporation, the approval of Assignment of lease to CAVU Aerospace, Inc.

Resolution(s)

9. Resolution 16-53 - Weeds - Resolution 16-53 - The Resolution shall mandate the cleanup of approximately fifty (50) separate properties within the City.
10. Resolution 16-54 - Condemnations - Resolution 16-54 - The Resolution shall require the removal or demolition of six (6) dilapidated structures.

Minutes

11. Consider approval of the minutes from the June 27, 2016 Worksession, July 14, 2016 Regular City Council meeting, and the July 25, 2016 Special City Council meeting.

NEW BUSINESS / REGULAR ITEMS

Resolution(s)

12. Resolution 16-47 - Consider approval of Resolution 16-47 regarding the design and construction of public restrooms in the downtown area. (Best/Dillon)
13. Resolution 16-55 – Consider approval of Resolution 16-55 which authorizes staff to submit a Community Development Block Grant application to the New Mexico Finance Authority. (Best/Morris)

14. Resolution 16-56 - Consider approval Resolution 16-56 to authorize the City Manager to apply for, accept and execute a grant agreement(s) with the State of New Mexico Aviation Division for project development at the Roswell International Air Center (RIAC). (Grant/Stark)
15. Resolution 16-58 – Consider approval of Resolution 16-58 and the proposed Governing Body Rules of Order. (Sanchez/J. Phillips)
16. Resolution 16-59 - Consider approval of Resolution 16-59 adopting and approving the Financial Policy for Cash Handling for the City.(Grant/Garcia)
17. Resolution 16-61 - Consider approval of Resolution 16-61, a resolution pertaining to vandalism and theft of political signs. (Perry/Morris)

Request(s)

18. Consider approval to authorize General Airframe Support, Inc., an Arizona Corporation, a new lease agreement on an area of land. (Grant/Stark)
19. Public Safety Legal Services - Consider the renewal of attorney Paul Sanchez's professional services agreement to provide public safety legal services. The agreement provides for three (3) renewals of one (1) year each. This would be the third and last remaining renewal option. (Sandoval/Mathews)
20. Consider a request to enter into an agreement with Strategic Government Resources (SGR) referencing an Interim City Manager. (Grant/J. Phillips)

CLOSED SESSION

21. Closed Session - Pursuant to NMSA 1978 10-15-1H(2), to discuss limited personnel matters concerning the appointment of an Interim City Manager.

DEPARTMENT REPORTS

22. DEPARTMENT REPORTS:
 - Gross Receipts Tax
 - Lodgers Tax
 - Convention Center
 - Roswell Public Library
 - HR
 - Roswell Police Department
 - Roswell Convention & Civic Center/Visitor's Bureau
 - Code Enforcement
 - Fire Department
 - Parks and Recreation

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: **Friday, August 5, 2016**

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 1.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: DeAnna Phillips

CHAIR: N/A

ACTION REQUESTED:

Presentation - New Website (Deanna Phillips)

BACKGROUND:

Discussions for an updated city website began in November 2014 and funding for the update was allocated in the FY16 budget.

The Public Affairs Department was given the project of spearheading the website update and they formed a committee of staff members who utilize the city or a city department website.

Committee members included:

- Chelo Amador - Visitor's Center
- Gina Amos - Parks and Recreation
- Jeff Bechtel - IT
- Mike Burkowski - Roswell Police Department
- Nathan Cobb - Human Resources
- Sharon Coll - City Clerk
- Barry Goldstrom - IT
- Tomas Gonzalez - Roswell Public Library
- Eric Mann - Roswell Fire Department
- Caleb Martinez - Public Affairs
- Marianna Martinez - Roswell Convention Center
- Elaine Mayfield - Spring River Zoo
- Bill Morris - Planning and Zoning
- DeAnna Phillips - Public Affairs
- Christy Sanchez/Janna Fajardo - Sanitation
- Todd Wildermuth - Public Information Officer
- Sara Woodbury - Roswell Museum and Art Center

The committee met August 18, 2015 and September 2, 2015 to discuss needs and desires for the city's website redesign and utilized those discussions to create an RFQ.

The RFQ was issued on October 10, 2015. Nine companies responded to the RFQ, four were shortlisted and interviewed by the committee on November 16 & 19, 2015. The four companies were CivicLive, CivicPlus, Revize and Real-Time Solutions.

The committee selected CivicPlus and the contract was signed in December 2016. CivicPlus specializes in municipality websites and are the unique provider of Government Content Management System (GCMS) – the most innovative, user-friendly and comprehensive source for engaging eGovernment websites. They have over 1,900 clients and more than 200 staff members.

Planning and design phases started in January 2016 and the redesigned website is set to launch mid-August 2016.

The website will include many new features such as: an alert center, multiple calendars, a citizen request tracker, online form center, ability to reserve facilities online, FAQ section, online job applications, NotifyMe (allows citizens to receive text and emails about city news that they sign up for), online rotating news, responsive design, instantaneous updates.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 2.

Meeting Date: 08/11/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Elgin Broom Bear Street sweeper - Consider approval of award to Pete's Equipment Repair Inc. for one (1) 2016 Elgin Broom Bear street sweeper in the amount of \$267,352.

BACKGROUND:

Maintenance and cleaning of city streets is an ongoing and necessary process. Currently the City owns 3 street sweepers: two Johnson Sweepers and one Schwarze Sweeper. Only two sweepers are operational, one Johnson and the Schwarze sweeper. Johnson sweepers are no longer in production and therefore parts are unavailable. One of the Johnson sweepers, which was taken out of service two years ago is being used as salvage for parts to keep the other Johnson operating.

With the purchase of the Elgin sweeper the City will have 3 sweepers in service. It should be noted that once the Johnson sweeper has been salvaged out, the other Johnson sweeper will also be unable to be repaired, and the City will be down to 2 sweepers again.

The Purchase is via NJPA Contract #FSC-0202014. National Joint Powers Alliance® is a national public service agency committed to serving members nationally and locally through a variety of valued programs. The City of Roswell is a current NJPA member. This meets all procurement requirements.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The \$267,352 is budgeted under current FY 2017 Streets Department budget.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committed recommended approval of the award (4-0) at their meeting on July 18, 2016.

STAFF RECOMMENDATION:

Elgin Broom Bear Street sweeper - Consider approval of award to Pete's Equipment Repair Inc. for one (1) 2016 Elgin Broom Bear street sweeper in the amount of \$267,352.

Attachments

Elgin Broom Bear street sweeper quote
Elgin Broom Bear street sweeper picture

Pete's Equipment Repair, Inc.



Cleaning and Protecting Our Communities

1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

July 6, 2016

City of Roswell
Quin Miller
Street Superintendent

Dear Mr. Miller:

I am pleased to offer you a new 2016 Elgin Broom Bear dual broom sweeper mounted on a 2017 Freightliner M2 chassis via NJPA Contract #FSC-0202014 for \$267,352.00. This price includes a 3% discount of \$8,508.00 off of the attached list NJPA contract pricing and additional \$10,000.00 discount from Pete's Equipment to help mitigate recent price increases by the manufacture. The City of Roswell is a current member of NJPA, and your member number is 66182.

The purchase order should be addressed to Pete's Equipment Repair, Inc. as we are the sole distributor for Elgin products for the entire state of New Mexico. I have attached a letter from ESG to confirm.

If you have any questions, please give me or Bill Pedigo a call. This price includes delivery and training.

Thank you for this opportunity,

Digitally signed by Pete Marquez,
Jr.
DN: cn=Pete Marquez, Jr., o=Pete's
Equipment Repair, Inc., ou=Vice-
president,
email=jrmarquez@petesequip.com
, c=US
Date: 2016.07.06 10:02:58 -06'00'

Pete Marquez, Jr.
Vice-president



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 3.

Meeting Date: 08/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize CAVU Aerospace, Inc., an Arkansas Corporation, to renew their current lease agreement on Building No. 61 and the fenced area surrounding the building.

BACKGROUND:

CAVU Aerospace, Inc., leases the building for the purpose of aircraft parts shipping. Building space is 1,425 square feet. New monthly rent amount is \$257; \$3,084 annually. Rent adjustment is 2.80%. CAVU Aerospace, Inc., has been a customer since August 2015.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

CAVU Aerospace, Inc., new monthly rent amount is \$257; \$3,084 annually. Rent adjustment is 2.80%. Term: August 1, 2016 through July 31, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) at their meeting on July 28, 2016.

STAFF RECOMMENDATION:

Consider approval of lease as presented.

Attachments

CAVU Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 11th day of August, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and CAVU AEROSPACE INC., an Arkansas corporation, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows

Building No. 61 consisting of 1425 square feet, more or less and the fenced area surrounding the building, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

2. TERM. The Lease term is for one (1) year, commencing on August 1, 2016 and ending July 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Three Thousand Eighty Four Dollars and No Cents (\$3,084.00), payable in 12 monthly installments of \$257.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay \$250.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein.

LEASE AGREEMENT

Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or

attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. Tenant shall be responsible for obtaining, if necessary, any and all permits and inspections required by such improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the

date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's

default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of aircraft parts shipping, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts,

hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. **HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. **INTERPRETATION OF LEASE AGREEMENT.** Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. **NOTICES.**

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

CAVU Aerospace
2000 Airport Road
Stuttgart, AR 72160

27. **EFFECT.** The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. **WAIVERS.** One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. **GOVERNING LAW; VENUE.** This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. **TERMINATION.** This Lease may be terminated by either party by giving thirty (30) days written notice.

31. **ENTIRE AGREEMENT AND AMENDMENT.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations,

considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of August, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
CAVU AEROSPACE, INC.

Shawn Vaughn, Vice President

EXHIBIT "A"



EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 4.

Meeting Date: 08/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize J&D Fiberglass, LLC, a Liability Corporation, to renew their current lease agreement on Building No. 755.

BACKGROUND:

J&D Fiberglass, LLC, leases the building for the purpose of manufacturing. Building space is 3,669 square feet. New monthly rent amount is \$582; \$6,984 annually. Rent adjustment is 2.55%. J&D Fiberglass, LLC, has been a customer since September 2010.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

J&D Fiberglass, LLC., new monthly rent amount is \$582; \$6,984 annually. Rent adjustment is 2.55%. Term: September 1, 2016 through August 31, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) at their meeting on July 28, 2016.

STAFF RECOMMENDATION:

Consider approval of lease as presented.

Attachments

J&D Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 11th day of August, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and J&D FIBERGLASS, LLC, a limited liability corporation, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 755 consisting of 3,669 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on September 1, 2016 and ending August 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Six Thousand, Nine Hundred Eighty Four Dollars and No Cents (\$6,984.00), payable in 12 monthly installments of \$582.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$500.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to

Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and polished condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given

and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. **CONDITIONS OF DEFAULT.** If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to

be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. **USE OF THE PREMISES.**

a. Tenant shall use the Leased Premises solely for the purpose of manufacturing, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities,

losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

J&D Fiberglass, LLC
13 La Placita Dr.
Roswell, NM 88201

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. SPECIAL PROVISION. Tenant, having been granted rent abatement for improvements to the Premises in a previous lease shall continue to receive said abatement under the same terms and conditions until fully exhausted.

32. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of August, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
J&D FIBERGLASS, LLC

Jimmy Stout, Member

EXHIBIT "A"

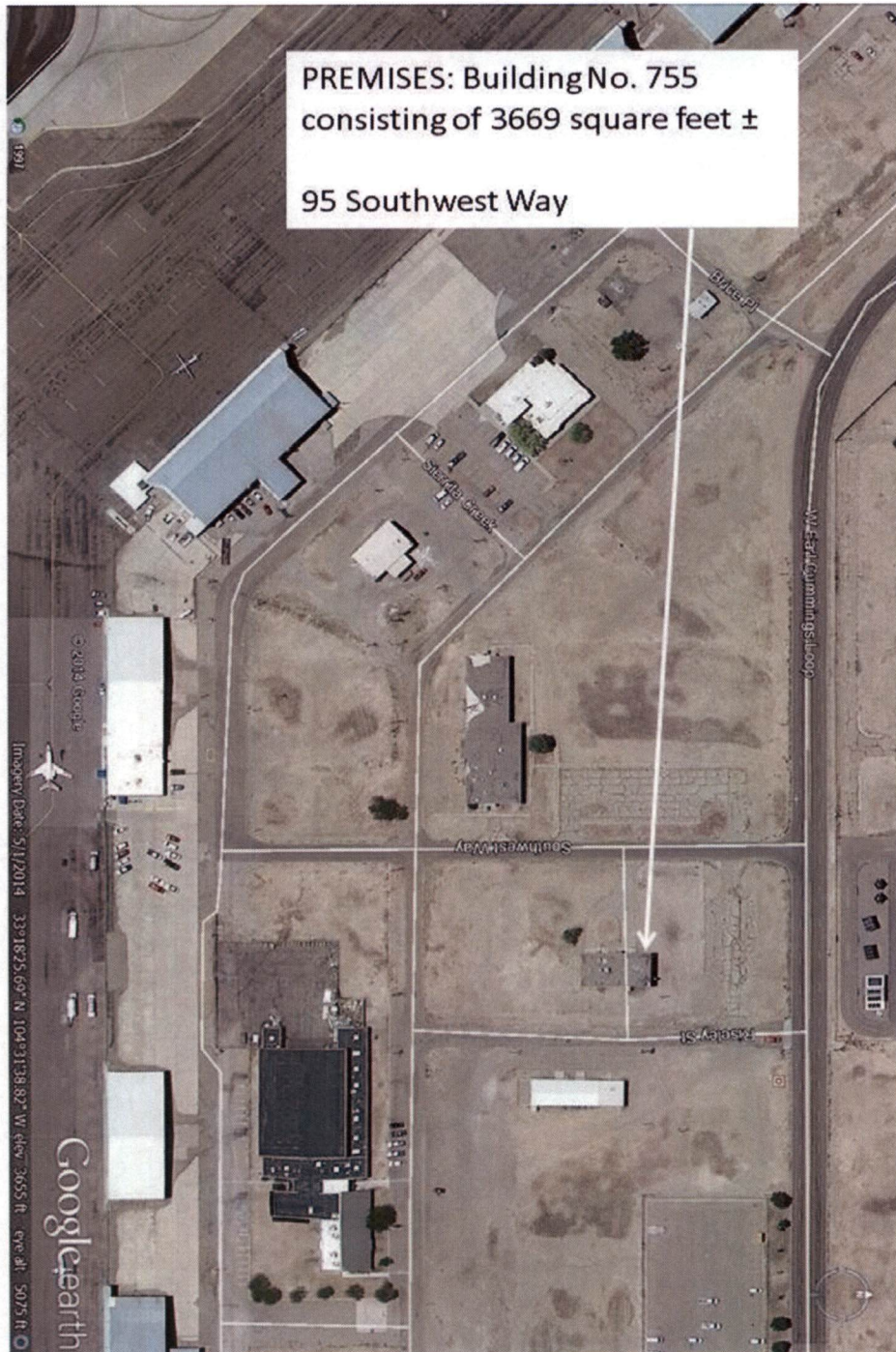


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 5.

Meeting Date: 08/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize Weldon Wagner, an individual, to renew his current lease agreement on Building No. 91, Space D and joint use of the ground floor office area.

BACKGROUND:

Weldon Wagner leases the building for the purpose of storage and maintenance of aircraft. Building space is 4,589 square feet. New monthly rent amount is \$762; \$9,144 annually. Rent adjustment is 2.50%. Weldon Wagner has been a customer since September 1993.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Weldon Wagner, new monthly rent amount is \$762; \$9,144 annually. Rent adjustment is 2.50%. Term: September 1, 2016 through August 31, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) at their meeting on July 28, 2016.

STAFF RECOMMENDATION:

Consider approval of lease as presented.

Attachments

Weldon Wagner

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 11th day of August, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter ALandlord@, and WELDON WAGNER, an individual, hereinafter ATenant@.

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 91, space D consisting of 4589 square feet, more or less, and joint use of the ground floor office area located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on September 1, 2016 and ending August 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Nine Thousand, One Hundred Forty Four Dollars and Sixteen Cents (\$9,144.00), payable in 12 monthly installments of \$762.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month=s rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant=s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$625.00 in advance as security for Tenant=s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition Aas is@. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant=s responsibility. Tenant agrees that the Premises is in good repair and condition except as noted

herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

Tenant shall replace minor parts if necessary required by the above maintenance. Tenant shall not be required to maintain or replace any of the structural conditions of the building including the large entry doors or the roof unless these items are damaged because of the negligence of Tenant.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water. Tenant agree to pay one fourth (3) of water and electrical bills for the hangar. Based on historical data monthly amounts are charged to each tenant. At six months intervals accounts are either charged or credited based on actual charges for water and electricity.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant=s sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic=s lien, materialman=s lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the improvements on the Premises during the term of the Lease; provided however, Tenant agrees to reimburse Landlord for the amount of premium based upon the pro-rata per square footage attributable to the Premises as determined and billed by Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord=s duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord=s control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant=s employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant=s operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord=s Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant=s obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to

the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants=s covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant=s default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant=s property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant=s risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney=s fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant=s interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of storage and maintenance of aircraft, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center (ARIAC@).

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant=s occupancy of the Premises is the sole and absolute responsibility of Tenant. This responsibility extends to any materials of whatsoever kind, type or description generated on or as a part of Tenant=s occupancy of the Premises that might be considered to be, to cause, or result in Foreign Object Damage (FOD). Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, foreign object debris (fod) collectively, generated on or as a part of Tenant=s occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials at or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant=s employees or representatives during the term of Tenant=s occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord=s decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC=s airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

e. Tenant shall be responsible for the security of the leased premises and gate providing egress thereto. Privately owned or company vehicles are authorized in the immediate area and The City Code Book, Chapter 5, prohibiting uncontrolled traffic on the Aircraft Operating Area (AOA) shall be observed in all other portions of the AOA. Overnight parking of vehicles outside of the Hangar shall not be permitted. The property will not be used for vehicle storage except for vehicle storage incident to aircraft use. Use of premises for Commercial Aviation activities as defined in the City of Roswell Code Book, Chapter 5, is denied.

f. Sale of Tenant=s registered aircraft shall effectively terminate this lease in the case of a one aircraft hangar. Tenant shall have thirty (30) days from date of sale in which to purchase a suitable replacement and register it in the State of New Mexico to retain aircraft storage rights in the leased premises in the case of a one aircraft hangar. In the case of multiple occupants and aircraft in a leased area, the sale of any one aircraft requires that Tenant notify the Air Center Manager=s office immediately upon any such occurrence for security and lease modification purposes.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant=s regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant=s occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord=s authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Weldon Wagner
213 E. Orchard Park Road
Dexter, NM 88230

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall
Be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord=s Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of August, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
WELDON WAGNER

Weldon Wagner

EXHIBIT “A”



EXHIBIT “A”

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 6.

Meeting Date: 08/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize Dean Baldwin Painting, LP, a Texas Corporation, to amend their current lease agreement to allow for rent abatement for the next phase of construction/improvements to Building No. 1083.

BACKGROUND:

Dean Baldwin Painting, LP, is requesting rent abatement for construction of four to nine new office spaces, and the renovation and refurbishment of the management office spaces, which will involve new walls including sheet rock, HVAC, and electrical/phone/cable outlets. Dean Baldwin Painting is completing sheet metal wall covering in two of the Bays to provide a sealed environment and will supply the labor for the work. Dean Baldwin Painting is requesting to replace light assemblies in the bays and throughout the facility. After Asbestos testing, Dean Baldwin Painting will remove boilers with their maintenance and facilities engineer staff.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Dean Baldwin Painting, LP, is requesting rent abatement not to exceed \$136,713 in accordance with RIAC Rent Abatement Policy.

LEGAL REVIEW:

The City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) at their meeting on July 28, 2016.

STAFF RECOMMENDATION:

Consider approval of lease as presented.

Attachments

Dean Baldwin Painting

NINTH ADDENDUM TO LEASE AGREEMENT

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and **DEAN BALDWIN PAINTING LIMITED PARTNERSHIP**, a Texas Corporation, hereinafter "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated March 13, 2006 "the Lease".

WHEREAS, Tenant desires to make improvements to the premises which benefit Landlord; and

WHEREAS, Tenant is requesting rent abatement in accordance with RIAC Rent Abatement Policy; and

WHEREAS, the parties are in the process of negotiating a new Lease since the current lease has expired;

NOW THEREFORE, Landlord and Tenant (each "Party" and both collectively the "Parties") agree as follows:

1. Rent abatement not to exceed \$143,885.50 shall be given for nine office build outs, sheet metal work, light assembly replacement, asbestos testing and removal, and boiler removal in accordance with RIAC Rent Abatement Policy, provided:
 - a) the said improvements for which rent abatement is sought as part of this addendum shall be completed no later than October 10, 2016; and
 - b) that the Parties shall have entered into a new Lease Agreement.
2. Rent abatement will be abated in full after verification that the work has been completed as evidenced by receipts and visual inspection.
3. Any Xcel Rebate shall be returned to the City.
4. Boilers that are removed as part of the foregoing improvements shall remain the property of the City for auction or other disposal.
5. This addendum shall not become effective unless and until the parties shall have entered into a new Lease Agreement.

IN WITNESS WHEREOF, this Ninth Addendum to Lease Agreement is done and executed in Roswell, New Mexico this _____ day of August, 2016.

CITY SEAL

**LANDLORD:
CITY OF ROSWELL, NEW MEXICO**

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

**TENANT:
DEAN BALDWIN PAINTING, INC.**

Barbara Baldwin, President/CEO

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 7.

Meeting Date: 08/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize Integration, Innovation, Inc., an Alabama Corporation, to amend their current lease agreement to allow for rent abatement on modifications and improvements to the interior of Building No. 1000.

BACKGROUND:

Integration, Innovation, Inc., is requesting rent abatement for the improvements to Building No. 1000. The tenant has begun to make approximately \$100,000 in improvements using their own funds and the improvements will benefit the Landlord by increasing the value of the building.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Integration, Innovation, Inc., is requesting rent abatement of 90% of the current rent, \$1,236 per month, shall be given beginning September 1, 2016 through the end of the lease term, August 31, 2019, totaling \$40,046.40. Rent beginning September 1, 2016 shall be \$123.60 per month through August 31, 2019.

LEGAL REVIEW:

The City Attorney has reviewed the requested lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) at their meeting on July 28, 2016.

STAFF RECOMMENDATION:

Consider approval of lease as presented.

Attachments

ATT I3 Building 1000 2nd Addendum

ATT I3 Addendum supporting documents

SECOND ADDENDUM TO LEASE AGREEMENT

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and to INTEGRATION, INNOVATION, INC., an Alabama Corporation, hereinafter "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated March 13, 2014 (the Lease).

WHEREAS, Tenant is currently leasing Building 1000, consisting of 10,104 square feet, more or less, including a parking lot, at the Roswell International Air Center; and

WHEREAS, the interior of said Building 1000 is in need of renovation, since much of the interior has not been updated since the 1940s; and

WHEREAS, City Council has previously approved the First Addendum to Lease Agreement and Tenant will not execute said addendum; and

WHEREAS, time is of the essence, Tenant has begun to make approximately \$56,000.00 in improvements using its own funds to remodel and repair restrooms, replace suspended ceilings, level the floors, replace carpet and tile and texture and paint in classrooms and halls;

WHEREAS, the improvements will benefit Landlord by increasing the value of the building from an asset and rental standpoint for the life of the improvements, which remain the property of the Landlord;

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The First Addendum to Lease Agreement is immediately rescinded.
2. Paragraph 3 of the Lease is amended to add the following subparagraphs:
 - b. Rent abatement of 90% of the current rent, \$1,236.00 per month, shall be given beginning September 1, 2016 through the end of the lease term, August 31, 2019, totaling \$40,046.40. Rent beginning September 1, 2016 shall be \$123.60 per month through August 31, 2019.
 - c. Tenant shall provide Landlord copies of paid invoices for work done to Building 1000.
 - d. Such rent abatement shall cease with the sale or transfer of business ownership or early termination of the Lease. Landlord shall not be responsible to repay any unused abatement resulting from sale or transfer of business or resulting from early termination of Lease as provided for in Paragraph 30. of the Lease.
3. Landlord has requested a grant from the New Mexico Department of Transportation, Aviation Division for \$100,000.00 in state funds with \$100,000.00, to be matched by Landlord for further improvements to Building 1000. If the grant is awarded, Tenant shall repay Landlord for any matching funds expended.
4. Paragraph 10. of the lease is amended by deleting subparagraph [c] and replacing it with the following:

“10. INSURANCE.

 - c. Tenant agrees to waive any rights of subrogation it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.”
5. Except as amended herein, the original Lease shall continue without change, and in full force and effect as originally executed.

IN WITNESS WHEREOF, this SECOND Addendum to Lease Agreement is done and executed in Roswell, New Mexico this _____ day of August, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT:
INTEGRATION, INNOVATION, INC

Walter Strankman, Chief Operating Officer

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Invoice

Date	Invoice #
7/13/2016	11420

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To
4 East Challenger Roswell, NM 88203

P.O. No.	Terms	Project
	Deposit	ELT #2 CLASSROO...

Description	Qty	Rate	Amount	U/M
ELT#2 CLASSROOM				
Remove Post and Beam	0.5	1,287.41	643.71T	
Install LVL Beam to Support 2nd Story	0.5	4,139.08	2,069.54T	
Remove Paneling from Walls	400	1.25	500.00T	
Remove Fur Sheeting on Floors	312.5	1.25	390.63T	
Install Fur Sheeting on Floors to Level	312.5	2.38	743.75T	
Sheetrock on Walls-Tape, Bed, Texture	400	3.25	1,300.00T	
Prime and Paint Walls	400	1.58	632.00T	
Install Commercial Glue Down Carpet & Vinyl Trim Strip	312.5	9.28	2,900.00T	
Install Drop Ceiling	312.5	5.08	1,587.50T	
10% Discount	-0.5	2,153.42	-1,076.71T	

Your business is appreciated, thank you !

Subtotal \$9,690.42

Sales Tax (7.5%) \$726.78

Total \$10,417.20

Payments/Credits \$0.00

Balance Due \$10,417.20

15% Interest Fee will be Charged on Delinquent Accounts.

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Invoice

Date	Invoice #
7/13/2016	11421

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To

P.O. No.	Terms	Project
	Deposit	Storage

Description	Qty	Rate	Amount	U/M
ELT#2 CLASSROOM				
Remove Post and Beam	0.5	1,287.41	643.71T	
Install LVL Beam to Support 2nd Story	0.5	4,139.08	2,069.54T	
Remove Paneling from Walls	400	1.25	500.00T	
Remove Fur Sheeting on Floors	312.5	1.25	390.63T	
Install Fur Sheeting on Floors to Level	312.5	2.38	743.75T	
Sheetrock on Walls-Tape, Bed, Texture	400	3.25	1,300.00T	
Prime and Paint Walls	400	1.58	632.00T	
Install Commercial Glue Down Carpet & Vinyl Trim Strip	312.5	9.28	2,900.00T	
Install Drop Ceiling	312.5	5.08	1,587.50T	
10% Discount	-0.5	2,153.42	-1,076.71T	

Your business is appreciated, thank you !

Subtotal \$2,216.37

Sales Tax (7.5%) \$166.23

Total \$2,382.60

Payments/Credits \$0.00

Balance Due \$2,382.60

15% Interest Fee will be Charged on Delinquent Accounts.

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Invoice

Date	Invoice #
7/13/2016	11422

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To

P.O. No.	Terms	Project
	Deposit	Bathroom Hall passa...

Description	Qty	Rate	Amount	U/M
BATHROOM HALL PASSAGEWAY				
Remove Fur Sheeting on Floors	100	1.25	125.00T	
Install Fur Sheeting on Floors to Level	100	2.38	238.00T	
Sheetrock on Walls-Tape, Bed, Texture	264	3.25	858.00T	
Prime and Paint Walls	264	1.58	417.12T	
Install Commercial Glue Down Carpet & Vinyl Trim Strip	100	9.28	928.00T	
Install Drop Ceiling	100	5.08	508.00T	
10% Discount	-0.5	-614.82	307.41T	

Your business is appreciated, thank you !

Subtotal \$3,381.53

Sales Tax (7.5%) \$253.61

Total \$3,635.14

Payments/Credits \$0.00

Balance Due \$3,635.14

15% Interest Fee will be Charged on Delinquent Accounts.

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Invoice

Date	Invoice #
7/13/2016	11423

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To

P.O. No.	Terms	Project
	Deposit	Plumbing Package

Description	Qty	Rate	Amount	U/M
PLUMBING PACKAGE Plumbing Package: Replace Restroom Fixtures, Move & Repair Plumbing as Needed to get Working Restrooms. Install New HVAC for Upstairs Section of Building. Start Up Existing Units to Verify Nothing Wrong. Will Get Report of Existing Units and Cost to Repair Before Work is Done if Needed.	0.5	31,748.17	15,874.09	ea
10% Discount	-0.5	3,174.82	-1,587.41	ea
Your business is appreciated, thank you !		Subtotal		
		\$14,286.68		

Sales Tax (7.5%)	\$1,071.50
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Total	\$15,358.18
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Payments/Credits	\$0.00
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Balance Due	\$15,358.18
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15% Interest Fee will be Charged on Delinquent Accounts.

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Invoice

Date	Invoice #
7/13/2016	11424

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To

P.O. No.	Terms	Project
	Deposit	Electrical Package

Description	Qty	Rate	Amount	U/M
ELECTRICAL PACKAGE Electrical Package: Replace all Interior Lights to Match Remodeled Section. Install Led Wall Packs to Exterior of Building on Photo Cell. Run Power for New Upstairs HVAC Equipment.	0.5	24,376.82	12,188.41T	
10% Discount	-0.5	2,433.18	-1,216.59T	

Your business is appreciated, thank you !

Subtotal \$10,971.82

Sales Tax (7.5%) \$822.89

Total \$11,794.71

Payments/Credits \$0.00

Balance Due \$11,794.71

15% Interest Fee will be Charged on Delinquent Accounts.

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Date	Invoice #
7/13/2016	11425

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To	

P.O. No.	Terms	Project
	Deposit	Woman's East Wing

Description	Qty	Rate	Amount	U/M
WOMENS EAST WING				
Demo Restroom	30	3.50	105.00T	
Install Wet Board Walls, Install Tile Floor & Walls	158	14.28	2,256.24T	
10% Discount	-0.5	472.25	-236.13T	

Your business is appreciated, thank you !

Subtotal	\$2,125.11
Sales Tax (7.5%)	\$159.38
Total	\$2,284.49
Payments/Credits	\$0.00
Balance Due	\$2,284.49

15% Interest Fee will be Charged on Delinquent Accounts.

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Invoice

Date	Invoice #
7/13/2016	11426

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To

P.O. No.	Terms	Project
	Deposit	Men's Restroom East...

Description	Qty	Rate	Amount	U/M
MEN'S RESTROOM EAST WING				
Demo Restroom	169	3.50	591.50T	
Install Wet Board Walls, Install Tile Floor & Walls	469	14.28	6,697.32T	
Install New Partitions Package	0.5	2,718.40	1,359.20T	
10% Discount	-0.5	1,729.60	-864.80T	

Your business is appreciated, thank you !

Subtotal \$7,783.22

Sales Tax (7.5%) \$583.74

Total \$8,366.96

Payments/Credits \$0.00

Balance Due \$8,366.96

15% Interest Fee will be Charged on Delinquent Accounts.

Custom Construction & Roofing LLC

#4 Wool Bowl Circle Roswell NM 88201
575-623-1824 Phone 575-627-0929 Fax
NM License #375810

Invoice

Date	Invoice #
7/13/2016	11427

Bill To
Integration Innovation Inc 609 Discovery Drive NW Building 1 5th Floor Huntsville, AL 35806

Ship To

P.O. No.	Terms	Project
	Deposit	Unisex Restroom

Description	Qty	Rate	Amount	U/M
UNISEX RESTROOMS				
Demo Restroom	30	3.50	105.00T	
Install Wet Board Walls, Install Tile Floor & Walls	158	14.28	2,256.24T	
10% Discount	-0.5	472.25	-236.13T	

Your business is appreciated, thank you !

Subtotal	\$2,125.11
Sales Tax (7.5%)	\$159.38
Total	\$2,284.49
Payments/Credits	\$0.00
Balance Due	\$2,284.49

15% Interest Fee will be Charged on Delinquent Accounts.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 8.

Meeting Date: 08/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize Birdman Air Enterprises, Inc., a New Mexico Corporation, the approval of Assignment of lease to CAVU Aerospace, Inc.

BACKGROUND:

Birdman Air Enterprises, Inc., leases buildings No, 1770 and 733 for the purpose of an office and storage of tools and parts. Building space is 15,420 square feet. Birdman Air Enterprises, Inc., has been a customer since July 2008.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) at their meeting on July 28, 2016.

STAFF RECOMMENDATION:

Consider approval of lease as presented.

Attachments

Birdman Air Enterprises

SEVENTH ADDENDUM TO LEASE AGREEMENT

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", CAVU AEROSPACE INC., an Arkansas corporation hereinafter "Successor Tenant" and BIRDMAN AIR ENTERPRISES, INC., hereinafter "Initial Tenant" hereby agree to the following amendment to that certain Lease Agreement dated July 12, 2012.

WHEREAS, the Initial Tenant occupies the Premises described in the cited lease; and

WHEREAS, the Successor Tenant has agreed to purchase and the Initial Tenant has agreed to sell to Successor Tenant the tangible and intangible operating assets and good will of the operation, including without limitation the intangible right of Initial Tenant to occupy and use the Premises; and

WHEREAS, the Landlord consents to the assignment and delegation by Initial Tenant to the Successor Tenant all of its rights and obligations under the Lease.

NOW THEREFORE, Landlord and Initial and Successor Tenants (each "Party" and both collectively the "Parties") agree as follows:

1. SUBSTITUTION OF PARTY, from and after the Effective Date, CAVU AEROSPACE INC., will have all rights and obligations under the lease and all references in the lease to "Tenant" will refer to CAVU AEROSPACE INC.
2. PREMISES, from and after the Effective Date, the Premises will consist of the following real properties of Landlord with all improvements thereon:
Building 1770 and Building 733 located at the Roswell International Air Center (RIAC), identified on a plat attached hereto and made a part hereof and listed as Exhibit "A".
3. CONDITION OF PREMISES. Successor Tenant accepts the Premises in its "as is" condition on the Effective Date and will thereafter maintain the Premises in the manner and under the same conditions as prescribed in the lease.
4. NOTICES. From and after the Effective date, notices to Successor Tenant will be addressed to:

CAVU AEROSPACE INC
2000 Airport Road
Stuttgart, AR 72160

5. In the event the transfer of Birdman Air Enterprises, Inc. to CAVU AEAROSPACE INC. is not completed by the close of business on September 30, 2016, this addendum shall be null and void, unless Landlord, by its City Manager, has agreed to an extension.
6. Except as amended herein, the original Lease and Addenda shall continue without change, and in full force and effect as originally executed.

IN WITNESS WHEREOF, this SEVENTH Addendum to Lease Agreement is done and executed in Roswell, New Mexico this ____ day of August, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

INITIAL TENANT:
BIRDMAN AIR ENTERPRISES, INC.

Stephen M. Birdman, President

SUCCESSOR TENANT:
CAVU AEAROSPACE INC

Shawn Vaughn,

EXHIBIT "A"



EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 9.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-53 - Weeds - Resolution 16-53 - The Resolution shall mandate the cleanup of approximately fifty (50) separate properties within the City.

BACKGROUND:

At present, no more efficient means is available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 16-53.

Attachments

Resolution 16-53 Weeds
Weeds

CITY OF ROSWELL
RESOLUTION NO. 16-53

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 11th day of August 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

513 N. RAILROAD AVE. HOLSTUN REDIVISION Tract A GONZALES, JOE SIMON 513 N. RAILROAD AVE. ROSWELL, NM 88201	307 E. 6TH ST. BELLE PLAIN Lot 61 W 50' E 114' GUTIERREZ, HERMENEGILDO V. GUTIERREZ, SYLVIA 59 VON LEUVEN ST. ROSWELL, NM 88203
301 E. 8TH ST. S 33 T 10S R 24E NE4SW4 W 50' N 82.7' GREER, BOBBY W. 5100 CLAYTON RD. ROSWELL, NM 88201	303 E. 8TH ST. S 33 T 10S R 24E NE4SW4 E 50' W 100' N 82.7' GREER, BOBBY W. 5100 CLAYTON RD. ROSWELL, NM 88201
324 E. 8TH ST. BELLE PLAIN Lot 48 W 50' LOPEZ, ELDEN I. 4719 W. MARGARET ST. PASCO, WA 99301	1102 CAHOON AVE. FRUITLAND Block 1 Lot 8 E 100' S 50' N 100' RAYA, JOSE R. 1756 KLAMATH DR. SALINAS, CA 93906
1211 S. ELM AVE. HENDERSONS Block 0 Lot 10 MENDOZA, DELISA MENDOZA, CALISTRO 3511 NE 19th AMARILLO, TX 79107	1406 S. MULBERRY AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 6 Lot 4 SURRETT, CHARLES ALFONSO SURRETT, MARY LEE 27839 HWY 70 SAN PATRICIO, NM 88348
1414 S. MULBERRY AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 Fruitland And Block 6 Lot 8 VEGARA, ERMINIA 2811 S. LARGO DR. ROSWELL, NM 88203	1416 S. MULBERRY AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 6 Lot 9 RAMIREZ, EVA C. C/O RAMIREZ,JOE PO BOX 5 TUCUMCARI, NM 88401
1511 STANTON AVE. FRUITLAND Block 4 Lot 2 S 65' N 359' W 134.98' & Lot 2 W 72' E 139.98' S 117' N 417' MONTTOYA, PRIMITIVO 1 FOREST PL. ROSWELL, NM 88203	1510 STANTON AVE. FRUITLAND Block 4 Lot 3 N 50' S 400' E 132' AGUILAR, ANNIE T. 1511 STANTON AVE. ROSWELL, NM 88203
1512 STANTON AVE. FRUITLAND Block 4 Lot 3* N 50' S 350' E 132' AGUILAR, ANNIE T. C/O ROSA RANGEL 906 PEQUENO CAMINO ROSWELL, NM 88203	1607 S. ELM AVE. MAYES Block 8 Lot 21 PECK, MARY PO BOX 364 ROSWELL, NM 88202

106 STANTON AVE. MC CUNE Block 2 Lot 16 MARTINEZ ESTATE, SHARAN K. 1624 ERBBE ST. NE ALBUQUERQUE, NM 87112	209 S. SHERMAN AVE. HALEYS AMEND Block 4 Lot 8 BOYD, JERRY LEE WASHINGTON, JOYCE 4801 ADOBE DR. CARLSBAD, NM 88220
304 E. CHISUM ST. #1/2 CLARENCE TAYLOR SUMMARY PLAT Block 0 Lot TRACT B DENNARD, JACKLYN 1900 LEE LP NE RIO RANCHO, NM 87144	408 E. CHISUM ST. FRUITLAND Block 4 Lot 3 N 72' W 100' E 282' ARIAS, FLOR 600 S. SPRUCE ST. ROSWELL, NM 88203
1511 JACKSON AVE. FRUITLAND Block 4 Lot 1 S 96' N 296' E 130' W 168' DAVIS ESTATE, J. D. DAVIS ESTATE, DOROTHY C/O LIZA GONZALES 1525 S. JACKSON AVE. ROSWELL, NM 88203	2009 SE MAIN ST. SUMMARY REPLAT OF TRI VET SUBDIVISION Lot 3A Tract Lot 3A Sixteenth BARTLETT, LELAND BARTLETT, GENEVA PO BOX 2302 RUIDOSO, NM 88355
325 E. BALLARD ST. KEITHS SOUTHSIDE Block 4 Lot 27 E 45' & Lot 28 W 14' HENKE, JAY W. 325 E. BALLARD ST. ROSWELL, NM 88203	113 E. BALLARD ST. SOUTH MANOR Block 5 Lot 4 TEMPERO, DONNA PO BOX 4528 ROSWELL, NM 88202
APPROX. 905 E. POE ST. TRI-VET Block 0 Lot TRACT BVFW DAV & AMERICAN LEGION C/O DAVE FOUSE TRI-VET PROPERTY BOARD PO BOX 1084 RUIDOSO DOWNS, NM 88346	APPROX. 903 E. POE ST. SUMMARY REPLAT OF TRI VET SUBDIVISION Lot TRACT A1 Tract A1 Sixteenth VFW DAV & AMERICAN LEGION C/O DAVE FOUSE TRI-VET PROPERTY BOARD PO BOX 1084 RUIDOSO DOWNS, NM 88346
63 E ST. PECOS VALLEY VILLAGE Block 20 Lot 2 RAZO, J. CARMEN MORENO CARRILLO, MARIA TERESA RIVAS 63 E STREET ROSWELL, NM 88203	APPROX. 4512 N. MAIN ST. WALMART SUBDIVISION Lot 2 S 17 T 10S R 24E HENRY, JOHN CLIFFORD; SANFORD, SALLY MAY 207 N. UNION, SUITE C ROSWELL, NM 88201
407 N. KANSAS AVE. WILDYS Block 1 Lot 12 LEHRMAN, MELFORD; LEHRMAN, BETTY JO 407 N. KANSAS AVE. ROSWELL, NM 88201	308 N. WASHINGTON AVE. HOME PLACE Block 1 Lot 2 S 6' & Lot 3 SIMON, DONALD R. 308 N. WASHINGTON AVE. ROSWELL, NM 88201

1104 W. 4TH ST. HINKLE REDIV Block 9 CENTRAL PARK Lot 3 W 15' & Lot: 4 & Lot 5 LONGMIRE, LANCE P. 902 E. MALAMUTE RD. ROSWELL, NM 88201	603 W. 6TH ST. WEST SIDE Block 8 Lot 8 E 42' & Lot 9 AA&S INC. 12066 SINGING WINDS ST. PARKER, CO 80138
507 W. 7 TH ST. LINDA VISTA ESTATES 2 Block 14 Lot 15 HOUSE, SUSAN LEANN WEST SIDE Block 24 Lot 8 E 53.33' & Lot 9 E 53.33' & Lot 10 GUERRA, FABIOLA E. 935 DAVIDSON DR. ROSWELL, NM 88203	511 W. 7TH ST. WEST SIDE Block 24 Lot 8 W 106.66' & Lot 9 W 106.66' & Lot 10 MEDRANO, MANUEL; MEDRANO, YOL 511 WEST 7TH ST. ROSWELL, NM 88201
1107 N. MONTANA AVE. S 32 T 10S R: 24E NW4NW4 S 78' W 155' BERRONES, JOSE E. PO BOX 1652 ROSWELL, NM 88202-1652	706 W. 11TH ST. RIVERSIDE HEIGHTS Block 1 Lot 2 COOK, ISIAIAH 1336 MIRROR LAKE LN. BILLINGS, MT 59105
1103 W. 8TH ST. RIVERSIDE HEIGHTS Block 11 Lot 1 SIMMONS, MARY; BENNETT, JADE Z; XU, MING 261 ANITA ST. MONTEREY, CA 93940	3202 W. 8TH ST. LOMITAS ENCANTADAS 2 Block 28 Lot 7 E 3' & Lot 8 RUIZ, JUAN; MARROQUIN, OLGA 3202 W. 8TH ST. ROSWELL, NM 88201
902 N. MICHIGAN AVE. RIVERSIDE HEIGHTS Block 5 Lot 4 VOYLES, RICHARD A. 891 SPRING MEADOW LOOP LONEDELL, MO 63060	1004 W. 14TH ST. HOWARD PLACE Block 3 Lot 1 ALVARADO, BENJAMIN 1204 HARVARD DR. ROSWELL, NM 88203
1611 N. MICHIGAN AVE. LAWRENCE & HODGES Block 6 Lot 17 AXE, BARBRA 4906 SHEPHERD ROAD ROSWELL, NM 88203	2712 CHRYSLER DR. CHRYSLER HEIGHTS Block 2 Lot 7 RING, ROYCE 1516 SPENWICK TER DALLAS, TX 75204
3900 N. MAIN ST. BERRENDO IRRIGATED FARMS Block 17 Lot 8 MARLEY RANCHES LTD PO BOX 1658 ROSWELL, NM 88202	2704 W. 1 ST St. EARL RED SUMMARY PLAT No.4 Lot 3 DESERT SUN REAL ESTATE LIMITED PARTNERSHIP 2600 N. WHITE SANDS BLVD. ALAMOGORDO, NM 88310
1805 CAPITAN AVE. PLAINS PARK 2 Block 2 Lot 12 S12' and Lot 11 and Lot 12 N20.3' MICHAEL J. BARNES JR. 1805 CAPITAN AVE. ROSWELL, NM 88203	402 CHAMISAL AVE. ANTAH ABOHA AMEND. Block B Lot 17 OCWEN LOAN SERVICING, LLC 1665 PALM BEACH LAKES BLVD. WEST PALM BEACH, FL 33401

2202 S. RICHARDSON AVE. SOUTHERN PLAINS 3 Block 19 Lot 2 HUGO A. CABELLO; KAYLA CABELLO 5731 110 TH ST. LUBBOCK, TX 79424-6069 <i>Additional mailing address for above:</i> PENNY MAC LOAN SERVICES PO BOX 30597 LOS ANGELES, CA 90030	104 W. MC GAFFEY ST., 114 W. MC GAFFEY ST., 1300 S. MAIN ST. 1302 S. MAIN ST. FORREST REDIV. Block 0 Lot 1 Thru 9 INCLUDING VACATED PORTION OF FOREST STREET BETWEEN RICHARDSON AVE. & S. MAIN ST. & VACATED ALLEY OLIVERS REDIV. AMEND. Block 1 Lot 1 Thru 22 Including Vacated Alley 8-11-24 WGC ROSWELL, LLC: SERVARIUS MANAGEMENT, LLC 7500 RIALTO BLVD., SUITE 250 AUSTIN, TX 78735
APPROX. 1202 S. MAIN ST. MAIN MC GAFFEY SUMMARY PLAT Lot 2 WGC ROSWELL, LLC 2301 CEDAR SPRINGS RD., SUITE 200 DALLAS, TX 75201	113 S. OHIO AVE. WRIGHTS Block 5 Lot 8 MABEL ROSDAHL C/O HARVEY OLIVA PO BOX 2248 WINCHESTER, VA 22604
APPROX. 1922 CLOVER LANE THE MEADOWS AMEND. Lot 9 CPR PROPERTIES, LLC PO BOX Y TUCUMCARI, NM 88401-7022	801 W. ALBUQUERQUE ST. SPARKS Block 6 Lot 6 E 90' SERGIO PRADO- GUERRERO 801 W. ALBUQUERQUE ST. ROSWELL, NM 88203

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 10.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-54 - Condemnations - Resolution 16-54 - The Resolution shall require the removal or demolition of six (6) dilapidated structures.

BACKGROUND:

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost of removal.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 16-54.

Attachments

Resolution 16-54
Condemnations

CITY OF ROSWELL
RESOLUTION 16-54

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing

person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 11th day of August 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Location	Condition	Name
1416 S. MULBERRY AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 6 Lot 9	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RAMIREZ, EVA C. C/O RAMIREZ, JOE PO BOX 5 TUCUMCARI, NM 88401
501 E. 4TH ST. #D LEA Lot 16 E 70 FT S 131.5' & Lot 17 W 150'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GONZALES, ERNEST E. PO BOX 3976 ROSWELL, NM 88202
400 N. MICHIGAN AVE. WILDYS Block 1 Lot 7 E 108' S 37' & Lot 8	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	LEE, BILLY D.; LEE, LOUISE M. 400 N. MICHIGAN ROSWELL, NM 88201
802 W. 13TH ST. ARROYO AMEND Lot A S 32 T 10S R 24E NE4NW4 W 50' E 484' S 140' N 795'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	JACOBS, DANIEL J. & HANNAH; (JACOBS, LILLIE E. & DAN V., LIFE ESTATE) 806 W. COLLEGE BLVD. ROSWELL, NM 88201
502 S. OHIO AVE. PAULY Block 17 Lot 2	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	SIGALA, ANTONIO A.; SIGALA, CECILIA 6320 KESWICK PL. NW ALBUQUERQUE, NM 87120
10 THIEL PLACE PECOS VALLEY VILLAGE Block 4 Lot 26 and Lot 48 ¼ UNDIV. INT.	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ACOSTA, ALONZO JR. 2205 BAYLOR AVE. ROSWELL, NM 88203

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 11.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Consider approval of the minutes from the June 27, 2016 Worksession, July 14, 2016 Regular City Council meeting, and the July 25, 2016 Special City Council meeting.

BACKGROUND:

Minutes from the June 27, 2016 Worksession, July 14, 2016 Regular City Council meeting, and the July 25, 2016 Special City Council meeting.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Consider approval of the minutes from the June 27, 2016 Worksession, July 14, 2016 Regular City Council meeting, and the July 25, 2016 Special City Council meeting.

Attachments

City Council minutes Worksession 6.27.16

City Council minutes 7.14.16

City Council minutes 7.25.16

Roswell City Council Work Session
Held in the Bassett Auditorium at the Roswell Museum and Art Center

Monday, June 27, 2016 at 6:01 p.m.

The meeting convened with Mayor Dennis Kintigh presiding and Councilors Henderson, Sandoval, Denny, Oropesa, Best, Foster, Grant, Sanchez and Mackey present; with Councilor Perry being absent.

Notice of this meeting was given to the public in compliance with sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

ITEMS

Discussion on the future location of the recreation center: Joe Gallegos, architect with Huitt Zollars, discussed nine site locations and their advantages/disadvantages for the new recreation center. The nine locations discussed are the following: Yucca Recreation Center, Noon Optimist Park, Cielo Grande Park, Enchanted Lands Park, Cahoon Park, Delta West Park, N. Grand (Wool Bowl), Lions Hondo and Melendez Park. Huitt Zollars recommends Cielo Grande Park for the new recreation center site. Direction from City Council was to move forward with the possible location for the recreation center to be Cielo Grande Park and the item will go back to Infrastructure Committee for vote.

Public Participation: Kerri Moore and Tom Jennings

Discussion on aquatic: The four aquatic opportunities are: status quo, renovate/enhance Cahoon Pool, additional splash pads and a new aquatic facility. Mr. Phillips gave a presentation and discussed pros and cons for each aquatic opportunity. Mr. Cavin spoke and expressed his opinions in reference to the Cahoon Pool. Direction from City Council was to send item to Infrastructure Committee for recommendation.

Public Participation: Judith White, Donald Daugherty, Gary Hartwick, Richard Garcia, Diane Glassen, Connie Carpenter, Kerri Moore, Sally Preddy, Dwayne Evans, Elaine Howell, Nancy Hartwick, Lee Sides, Perry Toles, Linda Krumland, Charlene Hernandez and Tom Jennings.

Discussion on downtown public restroom: Mr. Polasek discussed the downtown public restroom stating the ICIP project was authorized in 2013 in the amount of \$150,000. In 2015 a reauthorization was filed with the DFA to change language and was approved in February 2016. Currently the City is awaiting on the new executed grant agreement in the amount of \$138,442.58. Options for the public restroom are: expansion of restrooms in "Conoco" building, install pre-fab restroom in downtown area or reauthorize grant to renovate/modify public parking lots.

Discussion on the legislative agenda: Mr. Polasek discussed proposals for the legislative agenda.

- Support New Mexico Municipal League priorities
- Support Southeastern New Mexico Economic Development District's priorities
- Support Roswell/Chaves County Economic Development Corporation priorities

- Support legislation that strengthens the criminal justice system with regard to addressing violent crime
- Support economic development legislation that simplifies the process and enhances local government ability to attract commercial development

ADJOURNMENT

The meeting was adjourned at 8:59 p.m.

Approved on this 11th day of August, 2016.

(City Seal)

Dennis Kintigh, Mayor

Sharon Coll, City Clerk

D R A F T

**Regular Meeting of the Roswell City Council
Held in the Bassett Auditorium at the Roswell Museum and Art Center
Thursday, July 14, 2016 at 6:00 p.m.**

The meeting convened with Mayor Kintigh presiding.

Present: Henderson, Oropesa, Best, Sandoval, Grant, Sanchez, Denny, Foster, Kintigh

Absent: Mackey, Perry

Councilor Denny led in the Pledge of Allegiance and Councilor Sanchez in Prayer.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

Councilor Sanchez moved to approve the agenda for the July 14, 2016 regular City Council meeting with the following changes:

- Pull item number 12 - ITB-15-003 from Consent Items and place on Regular Item as item 19A
- Pull item number 15 - Resolution 16-43 from Consent Items and place on Regular Item as item 19B
- Remove item number 21 - Public Safety Legal Services from the agenda

Councilor Grant was the second. A voice vote was unanimous and the motion passed with Councilors Mackey and Perry being absent.

NON-ACTION ITEMS (Information Items)

1. **Proclamation - National Parks and Recreation Month** - Mrs. Mayfield gave a presentation stating that July is National Parks and Recreation month and encourages all citizens to get involved in recreation pursuits. The Roswell Recreation Center has tennis lessons lined up through the month of July along with various sports camps. Mayor Kintigh presented and read the National Parks and Recreation Month Proclamation. Mayor Kintigh also presented the Parks and Recreation Department with two plaques that were awarded at the Senior Olympics.
2. **Presentation - Outstanding Citizen Award** - Councilor Denny presented the Outstanding Citizen Award to Steve Wolfe stating he has been a staple in our community for many years. Mr. Wolfe is a graduate of Roswell High School, retired US Navy Captain, Roswell Neighborhood Watch Advisor since 2009 and has written over 360 articles on safety. He has served as president of the Chaves County Crime Stoppers for the last seven years and has overseen over \$28,000 in rewards for crimes committed in the Roswell area. Mr. Wolfe has served on many boards including 10 years for Big Brothers Big Sisters, Walker Aviation Museum Foundation and Roswell Safe. Steve Wolfe shared a few words and thanked City Council for the Outstanding Citizen Award.
3. **Presentation - Roswell Hispano Chamber of Commerce Update** - Christie Mann, President of the Hispano Chamber of Commerce gave an update on the Hispano Chamber of Commerce which was founded in May 1987. The Hispano Chamber of Commerce has supported cultural events such as the John Chisum Celebration, Party on the River and Cinco de Mayo. They have also organized their own signature event, the Pinata Fest. Ms. Mann stated that the Hispano Chamber of Commerce focuses mainly on small businesses, specially if they are minority or women owned.

PUBLIC PARTICIPATION ON AGENDA ITEMS

Participants are mentioned on each item.

PUBLIC HEARING(S)

4. **To hold a public hearing and vote on Application No. 995139, a restaurant beer and wine license with on premises consumption only, for the Cowboy Café located at 1120 E. Second Street, Roswell, NM 88201.**

Motioned by Councilor Sandoval, seconded by Councilor Foster

Mr. Zarr gave a presentation on the request and was available for any questions.

IN FAVOR: None

OPPOSED: None

A roll call vote was as follows: Steve Henderson-yes, Juan Oropesa-yes, Jeanine Best-yes, Art Sandoval-yes, Caleb Grant-yes, Savino Sanchez-no, Tabitha Denny-yes and Barry Foster-yes

Vote: 7 - 1 Passed

With Councilor Sanchez voting no and Councilors Mackey and Perry being absent.

5. **Proposed Ordinance 16-14 - To hold a public hearing and vote on Proposed Ordinance 16-14 which would repeal the Community Improvement Commission.**

Motioned by Councilor Grant, seconded by Councilor Sandoval

Mr. Zarr discussed Proposed Ordinance 16-14 stating that based on direction provided by City Council following a review of the Boards, Committees and Commissions, at the March 18-19, 2016 retreat, Proposed Ordinance 16-14, would amend Article IV of Chapter 2 of the Roswell City Code, by repealing sections 2-131, 2-132, and 2-133, entitled "Community Improvement Commission". The functions of the Community Improvement Commission are largely covered by other City boards, commissions, and staff, so that the functions of the Commission largely duplicate those of other boards and City staff. The City has also experienced a lack of interest by residents in being appointed to the Commission, to the point where filling the membership of the Commission with persons who are not employees of the City has not been achievable.

IN FAVOR: Larry Connolly

OPPOSED: None

A roll call vote was as follows: Steve Henderson-yes, Juan Oropesa-yes, Jeanine Best-yes, Art Sandoval-yes, Caleb Grant-yes, Savino Sanchez-yes, Tabitha Denny-yes and Barry Foster-yes

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

6. **Proposed Ordinance 16-15 - To hold a public hearing and vote on Proposed Ordinance 16-15 which would repeal the Behavioral Health Commission.**

Motioned by Councilor Grant, seconded by Councilor Denny

Mr. Zarr discussed Proposed Ordinance 16-15 stating that based on the direction provided by City Council following a review of the Boards, Committees and Commissions, at the March 18-19, 2016 retreat, Proposed Ordinance 16-15, would amend Article IV of Chapter 14 of the Roswell City Code, by repealing sections 14-26, 14-27, 14-28, 14-29, 14-30, 14-31, and 14-32, entitled "Commission on Behavioral Health". The Proposed Ordinance would also amend section 2-44 of the Roswell City Code to assign review of behavioral health issues to the Public Safety Committee. The Commission on Behavioral Health has been inactive for a number of years, and issues concerning behavioral health can be effectively addressed by the Public Safety Committee as a standing committee of the Roswell City Council, since the Police and Fire Departments are the City departments most experienced with those individuals who have behavioral health issues

through regular encounters with such individuals. The functions of the Commission of Behavioral Health are largely duplicated by various City departments and staff, so that the elimination of the Commission will not adversely affect the City on issues concerning behavioral health. City departments are also able to coordinate efforts with other governmental agencies concerning behavioral health issues which exist or arise within the community, as well as seeking and contracting for expertise and advice in behavioral health issues from experts.

IN FAVOR: None

OPPOSED: None

A roll call vote was as follows: Steve Henderson-yes, Juan Oropesa-yes, Jeanine Best-yes, Art Sandoval-yes, Caleb Grant-yes, Savino Sanchez-yes, Tabitha Denny-yes and Barry Foster-yes

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

7. **Proposed Ordinance 16-16 - To hold a public hearing and vote on the adoption of Proposed Ordinance 16-16 which would modify Article 6, Section 2 by adding Accessory Retail as a Special Use in the R-S Zoning District.**

Motioned by Councilor Grant, seconded by Councilor Denny

Mr. Morris presented Proposed Ordinance 16-16 and stated that staff has determined that the Rural – Suburban (R-S) Zoning District would benefit from the addition of limited accessory retail use that would be incidental to the primary allowable use. The size would be limited to no more than 1,000 square feet of interior space and 2,000 square feet of outdoor space, and must be accessory to a permitted use onsite. The products sold shall be limited to those associated with homemade food and craft products and collectables. There shall be a minimum of 5 parking spaces which may remain unpaved. This use would need to be approved by the Planning & Zoning Commission as part of a Special Use process.

IN FAVOR: None

OPPOSED: None

A roll call vote was as follows: Steve Henderson-yes, Juan Oropesa-yes, Jeanine Best-yes, Art Sandoval-yes, Caleb Grant-yes, Savino Sanchez-yes, Tabitha Denny-yes and Barry Foster-yes

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

8. **Proposed Ordinance 16-17 - To hold a public hearing and vote on Proposed Ordinance 16-17 which would adopt the City of Roswell Master Plan, Wayfinding Plan and the MRA (Metropolitan Redevelopment Area) Plan.**

[To view the Comprehensive Master Plan 2016 CLICK HERE](#)

[To view the Roswell Wayfinding Plan 2016 CLICK HERE](#)

[To view the Railroad District Metropolitan Redevelopment Area 2016 CLICK HERE](#)

Motioned by Councilor Best, seconded by Councilor Sandoval

Mr. Morris discussed Proposed Ordinance 16-17. This ordinance incorporates three (3) separate but related plans. The Master Plan provides guidance for the entire City. The Wayfinding Plan provides policies and direction concerning creating better signage and wayfinding throughout the downtown area, and the MRA Plan is a redevelopment plan for the Railroad district which is located between Virginia Avenue and Railroad Street, from 2nd Avenue to 8th Avenue. With respect to showing possible expansions of the Railroad MRA in the future, a new section is being added to the MRA Plan that shows these future options. Jackie Fishman from Consensus Planning shared a few words and was present to answer any questions.

IN FAVOR: Larry Connolly

OPPOSED: None

A roll call vote was as follows: Steve Henderson-yes, Juan Oropesa-yes, Jeanine Best-yes, Art Sandoval-yes, Caleb Grant-no, Savino Sanchez-yes, Tabitha Denny-yes and Barry Foster-yes

Vote: 7 - 1 Passed

With Councilor Grant voting no and Councilors Mackey and Perry being absent.

CONSENT ITEMS

Bids and RFP's

9. **Kerr Station Valve Replacement Valves - Consider project Award Recommendation for ITB-16-047, Kerr Station Valve Replacements to White Cloud Pipeline in the amount of \$182,212.50.** The project was advertised on May 1, 2016 and bids were opened on June 7, 2016. A total of five bids were received. The qualified low bidder is White Cloud Pipeline of Roswell, NM. These are the valves that control the inflow of domestic water from the Kerr Wells at City of Roswell Central Control on W. Hobson Road. Though they are very well maintained by the Central Control Department, they are in need of replacement.
10. **Roswell Convention Center RFP 16-008 - Consider project Award Recommendations for contract of Design Services for Roswell Convention Center.** A market and feasibility study was performed by Market & Feasibility Advisors, LLC (MFA) in conjunction with Dekker/ Perich / Sabatini. This study was presented at the February 11, 2016 City Council Meeting. Upon the conclusion of the presentation, City Council agreed to proceed with the Design Services RFP. The RFP opened on April 10, 2016 and closed on May 24, 2016. The City received five proposals. Staff members from engineering, planning and zoning, convention center and public affairs reviewed the proposals and ranked them based on the below criteria:
 - Specialized design and technical competence – 25 pts
 - Capacity and capability – 15 pts
 - Past record of performance – 15 pts
 - Proximity to or familiarity of the area – 10 pts
 - Amount of design work that will be produced by a New Mexico business – 5 pts
 - Volume of work previously done in the city – 5 pts
 - Evidence of understanding of scope of work – 25 pts.

Two design firms were shortlisted and interviewed on June 10, 2016.

11. **Award of Economic study on old Municipal Airport - Consider approval of project Award Recommendations for RFP-009, Old Municipal Airport Economic Development Study.** The project was advertised on May 24, 2016 and three (3) proposals were opened on June 10, 2016. They included:

1. Willdan Financial Services
2. Sites South West
3. Place Dynamics, LLC

The proposals were reviewed and scored by staff from the Planning & Engineering Department and the qualified responder was determined for recommendation of award.

RIAC Leases

12. **Consider approval to authorize New Mexico National Guard, to amend their current lease agreement to allow the return of Building No. 608 to the City of Roswell.** New Mexico National Guard has leased Building No. 608 (25,102 square feet ±) for the purpose of housing the cadets of the Youth Challenge program while renovations were being completed in Building No. 607. Now that the renovations are complete, New Mexico National Guard has no need of Building No. 608 and requests it be removed from the lease as of June 30, 2016.

Resolution(s)

13. **Resolution 16-42 - Weeds** - The Resolution shall mandate the cleanup of approximately sixty eight (68) separate properties within the City.

Lodger's Tax Request

14. **Eastern New Mexico State Fair - Consideration funding for the Eastern New Mexico State Fair in the amount up to \$44,250 on a reimbursement basis at 100% of eligible expenses with a contract, and an additional amount not to exceed \$11,000 from the Lodgers' Tax Fund overtime line item for Police overtime.** The Eastern New Mexico State Fair is scheduled for October 3-8, 2016. The event has been funded since 2010. This will be the 84th Annual ENMSF and is the 2nd largest and oldest running fair in New Mexico. This year the fair is open to visitors from all of New Mexico as well as bordering states and will have over 100 vendors. The ENMSF is estimating 65,000 attendees, which will include 25,000 from outside of Chaves County. The location of the event is the Eastern New Mexico State Fair Grounds.
15. **11th Annual Roswell Jazz Festival - Consider funding for the 11th Annual Roswell Jazz Festival in the amount up to \$5,000 of eligible expenses at 50% on a reimbursement basis.** The event is scheduled for October 19-23, 2016. The event has been funded since 2010. The event features approximately 30 world class and regional jazz musicians over 5 days with approximately 13 events at various locations. The event estimates 900 attendees, which will include 120-150 from outside of Chaves County. The locations of the event include the Courthouse lawn, Roswell Museum and Art Center, Anderson Museum of Contemporary Art, The Liberty, Peppers Bar & Grill, Pecos Flavors and others.

Minutes

16. **Consider approval of the minutes from the June 9, 2016 Regular City Council meeting and the Special City Council meeting on June 16, 2016.**

NEW BUSINESS / REGULAR ITEMS

17. **ITB-15-003 - Consider approval to extend contract with Custom Construction ITB-15-003 for one additional year.**
Motioned by Councilor Grant, seconded by Councilor Best
Mr. Matthews discussed ITB-15-003 which went out to bid June 2014 for building demolition services. Bids opened on July 1, 2014 and City Council approved bid on July 10, 2014. This contract was for two years with the option to extend for two (2) one (1) year extensions. This would be the first one year extension.
Vote: 7 - 1 Passed
With Councilor Oropesa voting no and Councilors Mackey and Perry being absent.
18. **Resolution 16-43 - Condemnations - The Resolution shall require the removal or demolition of five (5) dilapidated structures.**
Motioned by Councilor Grant, seconded by Councilor Best
Mr. Matthews was available for questions on Resolution 16-43 which requires the removal or

demolition of five (5) dilapidated structures. Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost of removal. Councilor Oropesa stated he would abstain from voting due to a family member owning one of the structures on the list.

Vote: 7 - 0 Passed

With Councilor Oropesa abstaining and Councilors Mackey and Perry being absent.

Resolution(s)

19. **Resolution 16-45 – Consider adoption of Resolution 16-45 authorizing the City Manager to enter into an agreement amending the Collective Bargaining Agreement with the Roswell Police Officers Association.**

Motioned by Councilor Sandoval, seconded by Councilor Foster

Mr. Matthews discussed Resolution 16-45. The City Manager and administrative staff, along with the respective President and representatives of the Roswell Police Officers Association, have been collaborating over the past months to develop language amending their Collective Bargaining Agreement. The proposed amendments primarily focus on memorializing certain practices and policies currently in place while also addressing inadequacies as it relates to compensation for specialized service, on-call and uniform pay. The attraction and retention of public safety officers are of the utmost importance to most communities in the United States, and Roswell is no different. The proposed amendments, while minimal in nature, offer some relief by addressing areas that had not been attended to in quite some time.

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

20. **Resolution 16-46 - Council consideration of Resolution 16-46, authorizing the filing of an application with the New Mexico Department of Transportation (NMDOT) for funding assistance for Pecos Trails Transit for Federal Fiscal Year 2017-2018.**

Motioned by Councilor Grant, seconded by Councilor Denny

Mrs. Aragon gave a presentation on Resolution 16-46. Funding assistance as administered through the NMDOT has been an important fiscal resource for the City for the past 23 years by providing matching funds for the operation of Pecos Trails Transit System. The Federal Transit Administration funds 80% of Pecos Trails' administrative and capital costs and 50% of operating costs. The State of New Mexico (NMDOT) administers the funding. The transit system is a vital part of the City of Roswell, carrying over 189,000 passengers this last year.

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

Request(s)

21. **Consider approval of a Scope of Services agreement with MainStreet Roswell.**

Motioned by Councilor Grant, seconded by Councilor Denny to approve the Scope of Services agreement for MainStreet Roswell with the amendment of adding "Chaves County Economic Development Corporation" on page 1-A-iii of the agreement. Mr. Morris discussed the Scope of Services agreement for MainStreet Roswell stating the contract is in the amount of \$40,000. MainStreet Roswell is an organization which works to revitalize and enhance the vitality of the City's downtown area. This Scope of Services agreement will provide funding to MainStreet Roswell in the exchange for MainStreet Roswell complying with the expectations shown in the Scope of Services agreement. Darryl Burkfield, Board President for MainStreet Roswell, shared a few words and was present to answer any questions. Councilor Grant moved to amend the agreement by adding "Hispano Chamber of Commerce" on page 1-A-iii of the agreement. Councilor Denny was the second. Mayor Kintigh called for a voice vote to approve the amendment.

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

After further discussion Mayor Kintigh called for a voice vote to adopt the Amended Scope of Services for MainStreet Roswell.

Vote: 8-0 Passed

With Councilors Mackey and Perry being absent.

22. Easement Modification - Consider modifying a portion of an easement located on property in the 3600 block of North Main Street.

Motioned by Councilor Best, seconded by Councilor Sandoval

Mr. Morris discussed the easement modification stating that the vacant property is located on the east side of North Main, directly on the north side of Berrendo Creek. In 2005 the owner of this parcel was required to provide a maintenance/access easement to the Chaves County Flood Commissioner who later turned it over to the City. The property owner has requested that the easement be removed, and staff would concur but only to the top of the bank.

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

23. Planning and Zoning Case 16-08 - Consider approval of P&Z Case 16-08 Minor Re-Subdivision of lots in the McDuell-Brown Subdivision to create the J&J Subdivision.

Motioned by Councilor Sanchez, seconded by Councilor Grant

Mr. Morris presented Planning and Zoning Case number 16-08. In Ordinance 15-10 of the City of Roswell Subdivision Code it states that Minor Subdivisions are to be reviewed by Planning and Zoning Commission and approved by the City Council. The last such action taken by the City Council was in 2014. The applicant's intent is to create a multi-family project in an area that was originally higher density single-family. This re-subdivision involves taking eight (8) previously platted lots located at the intersection of North Richardson Ave. and Berrendo Road to create a new twelve (12) lot J&J Subdivision. The re-subdivision will also dedicate ten (10) feet along Berrendo Road for additional right-of-way. This is a multi-part application which also includes a rezoning from R-3 to R-4, and a side yard variance for the two (2) northern lots along Berrendo Road. The rezoning and variance applications are final actions by the Planning and Zoning Commission under the City Code, so the only action to be acted upon by the City Council is the re-subdivision application.

Vote: 8 - 0 Passed

With Councilors Mackey and Perry being absent.

DEPARTMENT REPORTS

24. DEPARTMENT REPORTS:

- Gross Receipts Tax
- Roswell Public Library
- Human Resources
- Roswell Police Department
- Roswell Police Department Animal Control
- Convention Center
- Lodgers Tax
- Roswell Convention and Civic Center Activity Report
- Roswell Convention and Civic Center Expense Report
- Roswell Convention and Civic Center Maintenance Report
- Roswell Visitors Center Report
- Fire Department
- Parks and Recreation

- Code Enforcement
- RIAC

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Larry Connolly shared his thoughts on ITB-15-003 - contract with Custom Construction.

Adjournment

The meeting adjourned at 7:51 p.m.

Approved on this 11th day of August, 2016.

DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK

**Special Meeting of the Roswell City Council
Held in the Conference Room at City Hall
July 25, 2016 at 5:30 p.m.**

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

ROLL CALL

The meeting convened at 5:34 p.m. with Mayor Dennis Kintigh presiding; Councilors Oropesa, Henderson, Perry, Sandoval, Foster, Best, Mackey and Grant present. Councilor Denny participated by telephone and Councilor Sanchez was absent.

APPROVAL OF AGENDA

Councilor Best moved to approve the July 25, 2016 Special City Council meeting agenda by moving item number four to be the first item and continue with items five, six, one, two and three, in that order. Councilor Sandoval was the second. A voice vote was unanimous and the motion passed with Councilor Denny participating by telephone and Councilor Sanchez being absent.

FOR THE RECORD: Councilor Sanchez joined the meeting at 5:38 p.m.

REGULAR ITEMS

Resolution 16-51 – Authorizing the Mayor to submit the 2018-2022 five year Infrastructure Capital Improvement Plan (I.C.I.P.) Councilor Best moved to approve Resolution 16-51 – Authorizing the Mayor to submit the 2018-2022 five year Infrastructure Capital Improvement Plan (I.C.I.P.) Councilor Grant was the second. Mr. Morris discussed Resolution 16-51. The top five items on the list are the following:

1. Air Center roof replacement
2. Road reconstruction/ADA Upgrades
3. Senior Center roof replacement
4. 105 foot aerial ladder truck
5. Cemetery street paving

A voice vote was unanimous and the motion passed with Councilor Denny participating by telephone.

Resolution 16-52 – Directing staff to initiate Design Services and a General Obligation Bond Program for an outdoor aquatic facility in conjunction with a new recreation center. Councilor Best moved to approve Resolution 16-52 – Directing staff to initiate Design Services and a General Obligation Bond Program for an outdoor aquatic facility in conjunction with a new recreation center. Councilor Sandoval was the second. Mr. Phillips gave a presentation on aquatics facilities.

Public Participation: Richard Garcia, Virginia Garcia, Gary Hartwick and Nancy Hartwick

A voice vote was 9-1 with Councilor Oropesa voting no and Councilor Denny participating by telephone.

Consider approval to authorize Constructors Inc. under a CES Contract to mill, clean, sweep and repave 2.5 inches of asphalt mix on 7,662 sq. yards of ramp in front of buildings 1535 and 1536. Councilor Best moved to approve and authorize Constructors Inc. under a CES Contract to mill, clean, sweep and repave 2.5 inches of asphalt mix on 7,662 sq. yards of ramp in front of buildings 1535 and 1536. Councilor Henderson was the second. Mr. Stark discussed the request stating that the asphalt in front of the buildings has deteriorated to a condition that may cause damage to aircraft if the asphalt is ingested into the engine. The State Aviation Division has issued a grant to assist in pavement maintenance at RIAC in the amount of \$278,174 with the cost to improve the section of ramp at \$139,246. A voice vote was unanimous and the motion passed with Councilor Denny participating by telephone.

Resolution 16-48 – Adopting & approving a Final Quarter Financial Report for the City of Roswell for fiscal year ending June 30, 2016. Councilor Grant moved to approve Resolution 16-48 – Adopting & approving a Final Quarter Financial Report for the City of Roswell for fiscal year ending June 30, 2016. Councilor Sandoval was the second. Ms. Garcia gave a presentation on Resolution 16-48. The report is required by the State of New Mexico, Department of Finance to verify beginning balances from fiscal year ending June 30, 2016 to fiscal year beginning July 1, 2017. A voice vote was unanimous and the motion passed with Councilor Denny participating by telephone.

Resolution 16-49 – Adopting and approving a Year-End Budget for the City of Roswell for fiscal year ending June 30, 2016. Councilor Grant moved to approve Resolution 16-49 – Adopting and approving a Year-End Budget for the City of Roswell for fiscal year ending June 30, 2016. Councilor Sandoval was the second. Ms. Garcia discussed Resolution 16-49. The resolution is required by the State of New Mexico, Department of Finance for budget adjustments from mid-year to the year-end for fiscal year ending June 30, 2016. A voice vote was unanimous and the motion passed with Councilor Denny participating by telephone.

Resolution 16-50 – Adopting and approving a Final Budget for the City of Roswell for fiscal year ending June 30, 2017. Councilor Grant moved to approve Resolution 16-50 – Adopting and approving a Final Budget for the City of Roswell for fiscal year ending June 30, 2017 with the following amendments:

- Tab 5, Page 2, Section Judicial, Line 24.1, General Contract Services – change \$13,502 to \$10,000
- Tab 5, Page 2, Section Judicial, Line 29.1, Furniture – change \$1,000 to \$0
- Tab 5, Page 2, Section Judicial, Line 56.1, General Supplies – change \$8,000 to \$4,000
- Tab 5, Page 2, Section Judicial, Line 56.2, Office Supplies – change \$7,430 to \$4,500
- Tab 5, Page 3, Section Judicial, Line 58.1, Telephone – change \$9,000 to \$7,000

Councilor Perry was the second. Ms. Garcia stated that the Final Budget is required by the State of New Mexico, Department of Finance and is developed on a basis of need and through corporation between City Manager, user departments, Mayor and City Council for the good of

the City. A roll call vote was as follows: Juan Oropesa-yes, Steve Henderson-yes, Savino Sanchez-yes, Jason Perry-yes, Art Sandoval-yes, Barry Foster-yes, Jeanine Best-yes, Natasha Mackey-yes, Tabitha Denny-yes, Caleb Grant-yes and the motion passed 10-0 with Councilor Denny participating by telephone.

ADJOURN

Meeting adjourned at 6:30 p.m.

Approved on this 11th day of August, 2016.

(City Seal)

DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 12.

Meeting Date: 08/11/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najjar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Resolution 16-47 - Consider approval of Resolution 16-47 regarding the design and construction of public restrooms in the downtown area. (Best/Dillon)

BACKGROUND:

The City submitted and received authorization in 2013 for funding in the amount of \$150,000 for an ICIP Project (13-L-1669) relating to the construction of public restrooms in the city-owned Fisk building. During the detailed planning process, including initial architectural and engineering work, it was determined that the project cost to improve the facility was approximately \$220K-\$275K. At the request of the City, during the most recent legislative session the project was reauthorized to "additional restroom facilities in downtown Roswell in Chaves County". This change makes it possible to explore other, more economically feasible alternatives.

At the June 27, 2016 City Council workshop, direction was provided to move forward with a downtown restroom with staff to explore three particular options: 1) expansion of the restrooms at the bus terminal; 2) additional restrooms at the Conoco building; or 3) the addition of a pre-fabricated restroom structure.

Staff has explored the three options and will provide a presentation detailing each. Of the three options, the expansion of the restroom at the bus terminal is cost prohibitive and would exceed the allotted funds. Thus, this option is not recommended by staff. A resolution directing staff to proceed with the addition of public restrooms in the downtown area, along with two separate attachments (each representing one of the remaining options) has been prepared for consideration.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Initial funding in the amount of \$150,000 was approved for this project. Architectural and engineering expenditures to date equal \$10,057.42 (grant reimbursed) leaving a remaining project balance of \$138,442.58* (*\$1,500 Art in Public Places (APP) not included).

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended Resolution 16-47 Attachment "A" to full council during their meeting on July 18, 2016.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-47 regarding the design and construction of public restrooms in the downtown area.

Attachments

Resolution 16-47 Regarding deesign and construction of public restrooms downtown area

RESOLUTION 16-47

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO DIRECTING STAFF TO PROCEED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC RESTROOMS IN THE DOWNTOWN AREA.

WHEREAS, the City of Roswell experiences on a regular basis significant downtown pedestrian traffic relating to festivals, parades and general tourism; and

WHEREAS, it was previously determined that additional public restrooms would be a positive investment in the downtown area; and

WHEREAS, in 2013 the City of Roswell applied for and received funding in the amount of \$150,000 for an ICIP Project (13-L-1669) relating to the construction of public restrooms in the city-owned Fisk building; and

WHEREAS, at the request of the City, during the 2016 legislative session the project was reauthorized to "additional restroom facilities in downtown Roswell in Chaves County" and

WHEREAS, these additional restrooms shall be implemented at the location and as shown in general as included in attachment ("A"/"B") hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby directs staff to proceed with the design and construction of public restrooms in the downtown area.

PASSED, ADOPTED, SIGNED AND APPROVED this 11th day of August, 2016.

Dennis Kintigh, Mayor

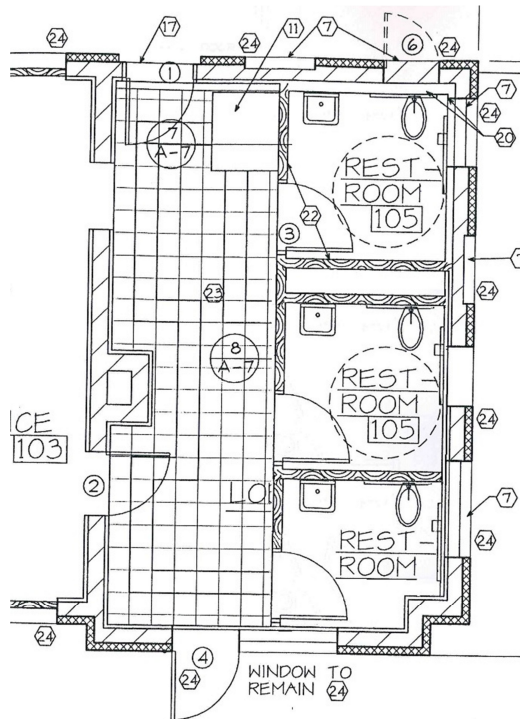
CITY SEAL

ATTEST:

Sharon Coll, City Clerk

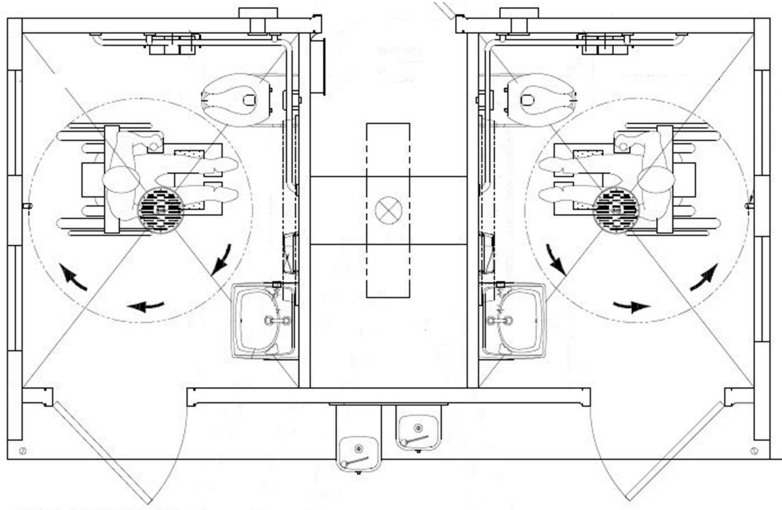
ATTACHMENT A

Conoco Building
424 N. Main Street



ATTACHMENT B

Pioneer Plaza



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 13.

Meeting Date: 08/11/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Resolution 16-55 – Consider approval of Resolution 16-55 which authorizes staff to submit a Community Development Block Grant application to the New Mexico Finance Authority. (Best/Morris)

BACKGROUND:

The City of Roswell desires to submit an application to receive Community Block Development Grant funds to the State of New Mexico, Department of Finance and Administration. Each community or county wishing to participate in the 2014 CDBG application process must authorize the Chief Elected Official to submit an application requesting funds. The 5 projects proposed at the public meetings included:

1. Sidewalks and ADA upgrades along N. Garden Avenue, between 19th Street and Country Club Road.
2. Sidewalks and ADA upgrades along 6th, 7th, and 8th Streets between S. Garden Avenue and Railroad Avenue.
3. Boys and Girls Club repairs.
4. Community kitchen for incubator businesses.
5. Sidewalks and ADA upgrades in the Railroad MRA.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The City of Roswell must provide a cash match in the amount of 10% of the funds requested.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-55.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee met on July 18, 2016 and recommended approval (4-0) of a full project consisting of installing sidewalks along both sides of N. Garden, from 19th Street to Country Club Road. The partial project would be along only the east side of N. Garden.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-55 which authorizes staff to submit a Community Development Block Grant application to the New Mexico Finance Authority.

Attachments

Resolution 16-55 Community Development Block Grant (CDBG)

RESOLUTION 16-55

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within the City of Roswell for neighborhood improvement projects in several low and moderate income neighborhoods, and the City of Roswell desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the City Council has held three (3) public hearings for public input and comment on July 6, July 7, and August 11, 2016, during the 2016 application process; and

WHEREAS, the City Council finds that there is a significant need to undertake the (Project) to provide adequate services to the community; and

WHEREAS, the City Council determines that the (Project) meets the requirements of the Community Development Block Grant Program.

BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. The City of Roswell is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/ Local Government Division for the (Project);
2. That the City Council directs and designates the Mayor as the City of Roswell's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City of Roswell's participation in the New Mexico Community Development Block Grant Program.
3. The City of Roswell officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.
4. That the full application amount be for \$(Dollar Amount) of grant funds and Phased be for \$(Dollar Amount) for the (Project);

5. That it further be stated that the City of Roswell is committing **\$(Local Funding Amount)** from its General Fund as a cash contribution toward the construction activities of this **(Project)**.

PASSED, ADOPTED AND APPROVED this 11th day of August, 2016.

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 14.

Meeting Date: 08/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-56 - Consider approval Resolution 16-56 to authorize the City Manager to apply for, accept and execute a grant agreement(s) with the State of New Mexico Aviation Division for project development at the Roswell International Air Center (RIAC). (Grant/Stark)

BACKGROUND:

The State of New Mexico requires the governing body to designate the City Manager to apply for, accept, and execute grant agreement(s) and other documents requiring a signature for submittal to the State Aviation Division on behalf of the City of Roswell.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The State Aviation Division supports approved projects for airport development through grant agreements.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-56.

BOARD AND COMMITTEE ACTION:

The Finance Committee approved Resolution 16-59 (4-0) at their meeting on August 4, 2016.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-56 to authorize the City Manager to apply for, accept and execute a grant agreement(s) with the State of New Mexico Aviation Division for project development at the Roswell International Air Center (RIAC).

Attachments

Resolution 16-56 State of New Mexico Aviation Division project development RIAC

RESOLUTION 16-56

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT AND EXECUTE GRANT AGREEMENTS FOR FUNDING ASSISTANCE FROM THE STATE OF NEW MEXICO AVIATION DIVISION ON BEHALF OF THE CITY OF ROSWELL FOR PROJECT DEVELOPMENT AT THE ROSWELL INTERNATIONAL AIR CENTER.

WHEREAS, the City of Roswell has made an application to the State of New Mexico for the grant of state funds for project development at the Roswell International Air Center (RIAC), and

WHEREAS, the State of New Mexico has approved projects for airport development at the RIAC and it is the intent of the governing body to accept the grant offers made by the State of New Mexico through its Aviation Division, and

NOW, THEREFORE be it resolved by the governing body of the City Council of Roswell, New Mexico:

That the City Manager is hereby authorized, on behalf of the City of Roswell, to apply for, accept and execute all grant agreements for state funds from the State of New Mexico for airport development and to perform any and all such other acts as shall be necessary and proper to effectuate said grant agreements.

PASSED, ADOPTED, SIGNED AND APPROVED the 11th day of August 2016.

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 15.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: Jonathan Phillips

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-58 – Consider approval of Resolution 16-58 and the proposed Governing Body Rules of Order. (Sanchez/J. Phillips)

BACKGROUND:

At the March 18-19, 2016 City Council Work Session, the Council asked Mayor Dennis Kintigh, Mayor Pro-Tem Savino Sanchez, Councilor Tabitha Denny, Councilor Juan Oropesa and Councilor Caleb Grant to work with staff to develop the first ever Governing Body Rules of Order.

Governing Body Rules of Order are essentially a procedural rulebook by which the Mayor and Council govern themselves. It is a single document outlining a variety of areas associated with Mayor and Council operations and procedures while still in accordance with any local, state or federal laws. It is more specific and thus allows for matters not contained within current laws, rules and regulations to be addressed. Governing Body Rules of Order assists in providing clear and consistent direction for the governing body, staff and the public as it relates to how the City conducts its official business. Rules of Order are used by cities throughout the United States such as Los Angeles, Chicago, Rio Rancho, Fort Worth, San Jose and Tacoma.

As part of the development process, the appointed members of the governing body reviewed existing documents, identified specific areas for inclusion, discussed and debated numerous sections and wording, and ultimately crafted a document to meet the specific needs of the City of Roswell. The final draft was then reviewed by the City Attorney with respect to State and local laws. The entire process has taken approximately four (4) months.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-58 and the proposed Governing Body Rules of Order.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-58 and the proposed Governing Body Rules of Order - Resolution 16-58.

Attachments

Resolution 16-58 Governing Body Rules of Order
Governing Body Rules of Order

RESOLUTION 16-58

**A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO APPROVING
THE GOVERNING BODY RULES OF ORDER.**

WHEREAS, at the March 18-19, 2016 City Council Work Session, the Mayor, along with Mayor Pro Tem Sanchez, Councilor Grant, Councilor Oropesa, and Councilor Denny, were tasked with developing the first ever City of Roswell Governing Body Rules of Order; and

WHEREAS, the purpose of the Governing Body Rules of Order is to provide a procedural rulebook by which the Mayor and Council govern themselves; and

WHEREAS, the Governing Body Rules of Order assists in providing clear and consistent direction for the governing body, staff and the public as it relates to how the City conducts its official business; and

WHEREAS, this single document outlines a variety of areas associated with Mayor and Council operations and procedures in more specific manner and thus allows for matters not contained within current laws, rules and regulations to be addressed while still in accordance with any local, state or federal laws; and

WHEREAS, during the course of several months, the representatives of the governing body developed such rules of order to be included herein as Attachment **A** and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby approves the Governing Body Rules of Order as presented and included herein as Attachment "A" to be effective the subsequent day following its passage.

PASSED, ADOPTED, SIGNED AND APPROVED this 11th day of August, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk



Governing Body - Rules of Order

Sec. 1. – Authority.

Pursuant to the laws of the State of New Mexico and the ordinances of the City of Roswell, New Mexico, the governing body may adopt rules of procedure for all meetings of the governing body of the City of Roswell, New Mexico, by resolution.

Sec. 2 – City Council Agenda.

(a) The city manager is responsible for creating and processing the agenda and agenda materials for city council meetings. The city manager will submit agenda materials as appropriate for review by the city attorney. The city clerk is responsible for preparing and posting the agenda and assembling and distributing the agenda packets.

(b) The mayor or five council members may direct the city manager in writing to place an item on an agenda for a regular city council meeting, special meeting, or work session for discussion only unless approved as an action item by the mayor due to extenuating circumstances requiring timely action by the governing body. Items must be submitted to the city manager no later than eight (8) days prior to the meeting during at which the items are to be heard.

(c) The governing body, during any scheduled regular or special meeting or work session, may direct the city manager to place an item on a future agenda.

(d) Agenda items previously considered and whereby action was taken by the governing body may not be placed on a future agenda for reconsideration within six (6) months of such action unless requested in writing by five (5) members of the governing body, provided that at least one member shall have been on the prevailing side of the previous vote on the item.

Sec. 3 – Types of Meetings.

(a) *Regular Meetings:* The City of Roswell regular meetings of the governing body are held on the second Thursday of each month, at such time as may be set by the city council, unless the meeting is rescheduled or cancelled. All regular meetings of the governing body will be held in the Roswell Museum and Art Center, Bassett Auditorium, 100 W. 11th Street, Roswell, New Mexico, 88201, or at such other location as the governing body may, by motion, resolution or ordinance, designate.

(b) *Work Session Meetings:* A work session is a meeting to discuss or explore matters of interest to the city, review and discuss agenda items, meet with city boards, commissions or committee members, city staff or officers of civic organizations, governing bodies or individuals specifically invited to the session by the mayor, city manager or the council. These meetings are

informational and no formal action shall be taken unless the posted agenda indicates otherwise. The presiding officer may allow any citizen to participate in the discussion at a work session, but only as recognized by the presiding officer. The presiding officer may end citizen participation in a work session in order to allow the governing body to proceed with discussion.

A work session may occur on a non-regular meeting date or be scheduled before a regular meeting of the governing body at which time may also be referred to as the “pre-council meeting.”

(c) *Special Meetings:* Special meetings may be called by the mayor or by any six (6) members of the city council. The call for a special meeting shall be filed with the city clerk in written form, and the city clerk shall cause the posting of notice of the meeting as governed by applicable law. The mayor or six council members may designate a location for the special meeting other than the Roswell Museum and Art Center as long as the location is open to the public and in compliance with applicable law.

(d) *Emergency Meeting:* In case of emergency as defined by State law and confirmed by the city attorney when practical, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the mayor, city manager or his/her designee, or six members of the city council, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.

(e) *Closed Meeting:* The governing body may meet in a closed meeting but only to the extent authorized under NMSA 1978 §10-15-1 H. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.

(f) *Recessed Meetings.* Any meeting of the governing body may be recessed to a later time provided that no recess shall be for a period longer than twenty-four hours from the time the meeting is recessed.

Sec. 4 – Seating Assignments.

The assignment for seating of the governing body at a meeting shall include, in general, the presiding officer in the middle of the dias and the mayor pro tem to the immediate right of the presiding officer. All other seating arrangements will be determined through a drawing conducted by the City Clerk within two (2) weeks following the swearing in of elected officials. Each member of the governing body will be provided an opportunity to draw a number from one (1) to nine (9) which shall correspond to a like numbered seat at the dias. Seat one (1) shall be to the far left if facing the dias followed in numerical order by seats two (2) through nine (9). Should a member of the governing body, for whatever reason, fail to draw a number within the timeframe prescribed by the City Clerk, the City Clerk shall draw for that member and that member shall automatically be assigned such seat.

Sec. 5 – Quorum.

A quorum at any council meeting will be established by the presence of six members of the governing body.

Sec. 6 – Order of Business.

The regular meeting of the governing body will be generally conducted in the following order, unless otherwise specified. The presiding officer of the meeting may deviate from this order if they deem it to be in the best interest of the public. An executive session may be held at any time during a meeting pursuant to applicable State law.

(a) *Regular Meeting Agenda:*

- (1) Opening Ceremonies:
 - a. Call to order – Presiding officer officially calls the meeting to order
 - b. Roll Call and Determination of Quorum – City Clerk
 - c. Pledge of Allegiance – Each agenda of a regularly scheduled city council meeting shall provide an item for the recital of the “Pledge of Allegiance”.
 - d. Invocation – Each agenda of a regularly scheduled city council meeting shall provide an item allowing for an invocation for which participation by members of the governing body or members of the public shall be voluntary.
 - e. Approval of the Agenda / Consent Items / Minutes
 - i. Consent Items - Shall contain routine, non-controversial items that require action by the governing body but need little or no council deliberation. An item will be removed from the consent agenda at the request of any council member and will be considered immediately after approval of the Non-Action Items.
 - ii. Councilors requesting an item be pulled from consent agenda are encouraged to inform the mayor at least twenty-four (24) hours prior to the meeting.
- (2) Non-Action Items – The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented to the city council.
- (3) Public Hearings – Business items requiring a public hearing.
- (4) New Business / Regular Items – New or amended ordinances, resolutions, or policies that the governing body or city staff wish to have the governing body consider.
- (5) Department Reports – Any written reports, charts, data or other information provided within the agenda packet to the governing body.
- (7) Executive session (if needed) - Items to be discussed in closed meeting under conditions allowed by applicable law. The governing body may not take final action during executive session. Any final action resulting from an executive session discussion must be taken during the open public session.
- (8) Public Participation on Non- Agenda Items – The time for the public to address the governing body on any subject. However, the governing body cannot discuss items presented under “Public Participation on Non-Agenda Items” nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to staff for research and possible future action. There shall be a cumulative time limit of thirty (30) minutes allotted

for the “Public Participation on Non-Agenda Items” portion of any regularly scheduled city council meeting. Time may be extended at the sole discretion of the mayor or mayor pro-tem in the mayor’s absence.

(9) Adjourn

Sec. 7 – General Procedures.

(a) *General Procedure:* General rules of parliamentary procedure as defined herein, consistent with any applicable state law, city ordinance, statute or other legal requirement, shall govern the proceedings of the governing body. To the extent not inconsistent with these rules, the governing body shall use Robert’s Rules of Order, latest edition, as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the governing body. These rules of parliamentary procedure are intended solely as a guideline.

(b) *Meeting Presence:* Members of the governing body unable to attend to the meeting shall endeavor to notify the city clerk twenty-four (24) hours in advance of the meeting. Those members wishing to participate in the meeting by telephone will be accommodated pursuant to the State of New Mexico Open Meeting Act. A member of the governing body may participate in a meeting of the governing body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting. Participation by means of a conference telephone or other similar communications equipment shall only be limited by the technical capabilities of available equipment, either the city’s or members. In such instances where the technical capabilities of the city results in its inability to accommodate multiple members wishing to participate via conference telephone or other similar communications, remote participation by members of the governing body shall be provided on a first come, first serve basis in accordance with their request to the city clerk.

(c) *Chair of Meeting:* The mayor shall preside over all meetings of the governing body as the chair and enforce these rules and procedures during a meeting. In the absence of the mayor, the pro-tem shall act as the presiding officer at the meeting. In the absence of the pro-tem, the council will choose a presiding officer for the meeting. The term chair and presiding officer shall have the same meaning when used in the context of conducting a city council or city council committee meeting.

(d) *Authority of the Chair:* The presiding officer shall make decisions on questions of procedure subject to review respectively by the governing body as a whole. Following a decision of the presiding officer on a question of procedure, any two (2) members of the governing body may be entitled to appeal the decision to the governing body as a whole by the making and the seconding of an appeal.

(e) *Council Deliberations:* The presiding officer has the responsibility to control the discussion and the order of speakers. Members of the governing body will generally be called upon in the order of the request to speak. Generally, a member of the governing body may not be recognized to speak subsequently until each member of the governing body has had an opportunity to obtain the floor. A member of the governing body holding the floor may address a question to another

member of the governing body and that member may, should such members so choose, respond to the question while the floor is still held by the member of the governing body asking the question.

The member of the governing body who is the principal advocate for a matter to be voted upon shall be allowed a final opportunity to address the governing body immediately prior to the vote.

(f) *Limits to Deliberations:* After an agenda item is announced by the presiding officer, the governing body may discuss the item without the need for a motion on the item. Members of the governing body will limit their comments to the subject matter or motion being currently considered.

(g) *Repetitious Comments Prohibited:* A speaker or member of the governing body shall not present the same or substantially the same items or arguments to the governing body repeatedly or be repetitious in presenting oral comments. A speaker or member of the governing body shall not present an argument on a matter previously considered by the governing body at the same session.

(h) *Obtaining the Floor:* Any member of the governing body wishing to speak shall first obtain the floor by making a request for the floor to the chair. The chair shall recognize any member of the governing body who seeks the floor when appropriately entitled to do so.

(i) *Motions:* Motions may be made by any member of the governing body excluding the Mayor. Any member of the governing body, excluding the Mayor, may second a motion.

(j) *Procedures for Motions:* The following is the general procedure for making motions:

- (1) Any member of the governing body who wishes to make a motion shall first obtain the floor.
- (2) A member of the governing body who wishes to second a motion shall do so through a request to the presiding officer.
- (3) Before a motion can be discussed, it shall be seconded.
- (4) The item is presented by staff or others followed by questions and discussion by the governing body.
- (5) The presiding officer shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any council member properly recognized by the chair.

(k) *Amendments to Motions:* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(l) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a city council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.

(m) *Voting:*

- (1) All applicable members of the governing body must vote either “yea” in the affirmative or “nay” in the negative.
- (2) A present member who does not vote will be officially recorded as a “nay” or negative vote.
- (3) A member of the governing body may recuse himself / herself from voting on an item prior to the governing body taking up such item.
- (4) A member of the governing body shall seek permission from the presiding officer to be recused once an item is in progress by the governing body.
- (5) Upon recusal, that council member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present. The recused member should have no participation in any discussion and should step outside of the council chamber until action on the item is completed.
- (6) Any member of the governing body may request through the presiding officer, and the presiding officer shall grant, the opportunity to clarify the reasoning of that member’s vote immediately following the vote of the governing body.
- (7) No member of the governing body shall publicly question or ask any other member of the governing body the reasoning of their vote.

(n) *Reconsideration:* A motion to reconsider the vote on any action taken by the governing body may only occur during the meeting at which the action was taken and may only be made by one of the members of the governing body who voted with the prevailing side.

(o) *Public Hearings:* The following is the general procedure for conducting public hearings:

- (1) Staff presents report.
- (2) The presiding officer opens the public hearing.
- (3) Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the presiding officer shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter. In the case of a public hearing which is also an administrative adjudicatory proceeding, or quasi-judicial hearing, speakers are limited to those who are parties or who are required to be notified by ordinance or statute.
- (4) Members of the governing body may ask staff questions.

- (5) The applicant (if applicable) then has the opportunity to present comments, testimony, and/or oral arguments.
 - (6) Members of the governing body may ask questions of the applicant after being recognized by the presiding officer.
 - (7) Members of the public are provided with the opportunity for comments and testimony in accordance with Section 8(b) of the City Council Rules of Order.
 - (8) A vote by members of the governing body to close the public hearing upon a motion and second.
 - (9) The applicant may be given the opportunity to respond to questions from the members of the governing body and for closing comment or rebuttal.
 - (10) The governing body deliberates on the issue. In the case of an administrative adjudicatory hearing, the governing body may deliberate in closed session as authorized under NMSA 1978 §10-15-1 H (3), provided, however, that any final action is taken in an open meeting.
 - (11) If the governing body raises new issues through deliberation and a majority of the governing body seeks additional public testimony, additional public comment and testimony is permitted in accordance with Section 8(b) of the City Council Rules of Order.
 - (12) Following deliberation, the governing body takes action as needed.
 - (13) The chair announces the final decision of the governing body as applicable.
- (p) *Call for Recess:* The presiding officer may call for a recess of up to fifteen (15) minutes at regular intervals at appropriate points in the meeting agenda, or if requested by any two (2) members of the governing body.

Sec. 8 – Decorum.

- (a) *Members of the governing body:*
- (1) A member of the governing body who wishes recognition shall address the presiding officer, but shall not proceed with remarks until recognized and named by the presiding officer. Remarks shall be confined to the question before the governing body.
 - (2) Respectful behavior by all members of the governing body shall be practiced during meetings.
 - (3) A member of the governing body may not represent any third party before the governing body or any city board or commission.
 - (4) All personal communication devices should be placed in a silent mode during all city council meetings.

(b) *Citizens' participation:* The following rules shall be in force for persons in attendance at all meetings of council:

- (1) Persons wishing to address the council during "Public Participation on Agenda Items", "public hearings", or any other agenda items shall sign in with the city clerk prior to the beginning of the regularly scheduled city council meeting or immediately following their address to the governing body. Each speaker shall approach the lectern and give his/her name and address before speaking. Speakers shall address the Mayor and Council with civility that is conducive to appropriate public discussion. All public comments should be addressed through the presiding officer. Each speaker will be allowed up to three (3) minutes to speak. No person shall be allowed to address the governing body more than once on a particular agenda item unless called upon by the presiding officer to do so as may be requested by a member of the governing body.

The members of the governing body cannot discuss any non-agenda items presented under "public participation" nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to city staff for research and possible future action.

- (2) Persons may not engage in discussions with the governing body during deliberations unless specifically asked a question by a member of the governing body. Persons who have been asked a question by a member of the governing body must be recognized by the presiding officer before being allowed to speak. The presiding officer may end any question and answer session between members of the governing body and a member of the public in order to facilitate the order of business.
- (3) Persons may present printed material pertaining to an agenda item for consideration of inclusion by the city manager in the council agenda packets eight (8) days prior to a meeting. Persons may present printed material to the city clerk to distribute to the council during a meeting.
- (4) Persons may present a PowerPoint software presentation to the governing body utilizing the City's audio/visual equipment when speaking on an agenda item.
 - a. All PowerPoint presentations must comply with applicable time limits for oral presentations.
 - b. All PowerPoint presentations must be submitted to the City Clerk already formatted in PowerPoint no later than seventy-two (72) hours prior to the City Council meeting to allow for virus checks and confirm compatibility with city equipment.
 - c. Any items (discs, flash drives, etc.,) believed to contain viruses or are unable to be scanned for viruses by city equipment will not be permitted to be used on city equipment.
 - d. If compatibility or viruses are at issues, a member of the public may provide a printed hard copy of the PowerPoint presentation to the governing body and city clerk.
 - e. Persons presenting a PowerPoint presentation are allowed up to three (3) minutes to speak, inclusive of the presentation.

- (5) Persons attending council meetings shall remain seated or may stand in the back and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs, placards or other items which block the view of those behind them or are disruptive to the proceedings, or when meetings are held in the Roswell Museum and Art Center, are close enough to artwork to cause potential damage to such artwork. No person attending any council meeting shall delay the proceedings or refuse to obey the orders of the presiding officer.
- (6) Disturbances, transgressions of the rules or disorderly conduct in the council chamber may cause the transgressor to be removed from the meeting. The presiding officer shall exercise control over persons who disrupt the meeting in the following ascending order of action:
 - a. Call the person to order, advising that person of the infraction.
 - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - c. Order the person to leave the meeting. If the offending person is a member of governing body, the presiding officer shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption.
 - d. The presiding officer may direct that an individual be removed from the meeting if such individual continues to disrupt the meeting after being warned to cease such disruptive conduct.
- (7) Persons are encouraged to attend council meetings. However, the number admitted shall be limited to the fire safety capacity of the council chamber, or other meeting location, as determined by the fire chief or his designee. If the capacity is surpassed the council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants.

Sec. 9 – Statements by public officials regarding litigation.

When the City of Roswell is involved in litigation or a legal dispute, council members shall refrain from commenting on settlements, appeals or other issues related to the subject until the matter is resolved. Only the mayor, city manager or city attorney shall be authorized to provide or participate as appropriate in any public responses or comments, as needed on matters involving litigation.

Sec 10 – Standing Council Committees.

Standing Council Committees shall be as prescribed by city ordinance. To the extent appropriate, committees shall operate following the same general rules of order as contained herein with note of the following:

- 1. *Meeting dates and times:* The committee chair shall solicit input from committee members and work to accommodate such members with regard to establishing a standard meeting schedule; however, the committee chair shall have final authority on establishing such meeting schedule.
- 2. *Council committee agendas:* The committee chair, working with the staff liaison, shall establish the agendas for committee meetings; however, the Mayor or two (2)

members of the governing body, regardless of which committees they serve on, or the city manager, may place an item on an agenda for discussion by the committee. Requests for the placement of agenda items shall be made in writing to the respective committee chair and staff liaison. Items shall be placed on the next available agenda if submitted a minimum of eight (8) days in advance of the meeting date. Items shall be for discussion only unless approved as action items by the committee chair due to extenuating circumstances requiring timely action by the committee.

3. *Uncertainty on committee assignment of an agenda item:* Only in cases where there exists uncertainty or disagreement with regard to which committee an agenda item is to be placed, the Mayor shall have full authority to make such final agenda assignment(s).
4. The committee chair or vice chair of the committee in the former's absence, is the presiding officer of that committee.

Sec 11 – Correspondence

1. All correspondence prepared with City resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full governing body, not individual member's positions.

Sec 12 – Public Requests for Proclamations

1. Requests for proclamations shall be made through the Office of the Mayor and the Mayor shall consider the issuance of each.
2. Should the Mayor determine not to issue a particular proclamation, five members of the governing body may request in writing to the Mayor the issuance of such proclamation.
3. Should the Mayor decline to sign such proclamation, the Mayor Pro Tem will be presented with such proclamation.
4. Should the Mayor Pro Tem decline to sign such proclamation, the proclamation shall not be issued.

Sec 13 – Open Meetings Act

1. All members of the governing body shall read and abide by the laws set forth by the State's Open Meeting Act.
(<http://www.nmag.gov/uploads/files/Publications/ComplianceGuides/Open%20Meetings%20Act%20Compliance%20Guide%202015.pdf>)
2. In addition to scheduled meetings of the governing body, the Act's requirement for open, public meetings applies to any discussion of public business among a quorum of a public body's members.
 - a. Usually, a quorum of a public body's members meets together to discuss public business or take action. However, a quorum may exist for purposes of the Act even when the members are not physically present together at the same time

and place. For example, if three members of a five member board discuss public business in a series of telephone or email conversations, the discussion is a meeting of a quorum.

- b. This is sometimes referred to as a “rolling” or “walking” quorum. The use of a rolling quorum to discuss public business or take action violates the Act because it constitutes a meeting of a quorum of the public body’s members outside of a properly noticed, public meeting.
3. The City Attorney shall provide to the governing body an annual review with regard to the legal aspects of the open meetings act and the inspection of public records act. Members of the governing body shall endeavor to attend such presentations on a yearly basis.

Sec 14 – Request for Research/Information

Council members may request information or research from staff on a given topic, outside of such topics currently being discussed or considered as part of a Committee or Governing Body agenda item, through the city manager or team leaders. The City Manager or Team Leaders will determine if extensive staff time and resources are required to accomplish the request. If so, at his/her discretion, the city manager may present the request to the full governing body.

Requests for information or research directly related to new policies, programs or processes shall follow the current procedure as previously adopted by Resolution No. 15-81 included below.

1. A City Council member may request an item be added to the regular City Council agenda or to the appropriate Council Committee agenda asking that a project/item be considered by the City Council for inclusion on the proposed Project Priority List.
 - a. The City Council member proposing the item would provide a brief overview of the project/item to the full governing body or to Committee members at a City Council Committee meeting.
 - b. If approved by four (4) members of City Council or Council Committee, staff would bring the project/item to the City Council at the next regular City Council meeting to review the project/item in more detail including scope, proposed Committee placement, estimated resource allocation and timeline, as applicable (and/or other items as may be directed by Council).
2. At the next regularly scheduled City Council meeting, following Council review of the information as provided per paragraph b above, staff would seek City Council action (simple majority of a quorum) on placement (prioritization) of the project/item with regard to the Project Priority list.
3. Staff may add to the Project Priority list substantive projects/items typically requiring Council action or direction (generally as a result of customary operations).

Sec 15 – Notification of Significant Incidents

The city manager shall ensure that the governing body shall be notified of significant incidents at the earliest opportunity. The extent of the information provided shall be dependent upon the nature of the incident and at the discretion of the city manager.

Sec 16 – Procedure in the Absence of Rules

Any matter not covered by these rules shall be governed by decision of the presiding officer, applying Roberts Rules of Order, newest version.

Sec 17 – Amendment of Rules

These rules, or any part thereof, may be amended, repealed, altered or rescinded by resolution as approved by a majority vote of the governing body.

Sec 18 - Non-Exclusive Rules

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the governing body, or of its presiding officer, to govern the conduct of the city council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the city.

Sec 19 - Non-Observance of Rules

Rules adopted by the governing body are solely to expedite and facilitate the transaction of the business of the governing body in an orderly fashion and, they shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the governing body.

Sec 20 – City Attorney as Procedural Advisor

The City Attorney assists the governing body as a resource and advisor for interpreting the governing body's adopted rules and procedures.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 16.

Meeting Date: 08/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-59 - Consider approval of Resolution 16-59 adopting and approving the Financial Policy for Cash Handling for the City.(Grant/Garcia)

BACKGROUND:

The cash handling policy is a document that that will be used by all city departments with regards to receipting, custody and deposit of revenues.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee approved Resolution 16-59 (4-0) at their meeting on August 4, 2016.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-59 adopting and approving the Financial Policy for Cash Handling for the City.

Attachments

Resolution 16-59 Financial Policy for Cash Handling
Cash Handling Policy

RESOLUTION 16-59

**A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, PROVIDING FOR A
FINANCIAL POLICY FOR CASH HANDLING**

WHEREAS, the City of Roswell, Chaves County, New Mexico does not have financial policies in place,

WHEREAS, the need exists for management to have financial policies in place,

WHEREAS, the financial policy for cash handling is a document which will be used by city departments with regards to receipting, custody and deposit of revenues for the city,

NOW, THEREFORE be it resolved by the governing body of the City Council of Roswell, New Mexico:

The city recognizes a need for the financial policy cash handling to be in place to guide management on how to receipt, custody and deposit of revenues.

PASSED, ADOPTED, SIGNED AND APPROVED the 11th day of August 2016.

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

CITY OF ROSWELL
Cash Handling Policy

SYSTEM REGULATION

Receipt, Custody, and Deposit of Revenues

1. REQUIREMENT

Each cashier must maintain a full and true accounting of all funds collected, including identification of the sources of such funds. Accountability for such collections must be maintained from the origin of collection until final deposit in an approved depository.

2. RECEIPTS

2.1 As a general rule, an official receipt must be written or entry made for each remittance received by a cashier. For some operations, the component Director of Finance may implement alternative procedures for the purpose of reducing the volume of receipts issued or cash register entries made. Such an alternative record system must account for all invoices issued, collections, deposits, and unpaid balances.

2.2 Each receipt form must be pre-numbered with sufficient copies to provide a copy to the payer, a copy to accompany funds remitted to the fiscal department cashier, and a copy to be filed in numerical sequence by the issuing department or unit. The component fiscal departments that perform cashiering functions must assign all receipt numbers, maintain a record of the receipts assigned to each department or unit and monitor the receipts used, including those voided.

2.3 Cash accounting systems must be equipped to issue receipts, unless the Finance Director authorizes the department or unit, in writing, to follow alternative procedures. Each department or unit using cash registers must prepare a daily report, which compares collections with register readings, identifies overages and shortages and documents remittance of funds.

2.4 Each receipt for cash sales must be itemized to show the name of the purchaser, product or service, quantity, unit price (if applicable) and sales tax (if applicable), total, and signature of person receiving payment. A student fee receipt, rental receipt or other specialized receipt form must also be fully itemized. Cash sales entered in cash registers and admission tickets sales are exempt from this requirement.

3. CUSTODY

3.1 For the purpose of defining cash control procedures, working funds must be classified as: (1) large funds requiring the use of a safe (2) departmental working funds, usually reasonable or nominal amounts used in making change or refunds for cash sales; and (3) petty cash funds, generally small amounts used to pay for items or incidental expenditures that cannot be handled expeditiously through regular disbursement procedures.

3.2 Each department or unit must provide an adequate and proper facility for securing funds. The component fiscal department must advise the departments on appropriate facilities for such protection.

3.3 A designated individual must be responsible for cash funds held within a department. This individual must retain custody and control over the cash funds for which he or she is responsible at all times. The department or unit must assign secondary responsibility to another designated individual in the department or unit when the regular custodian is absent. In the case of departmental funds, the department head should be assigned the secondary responsibility.

3.4 Lock combinations and custody of keys must be maintained by one person. Combinations and keys must always be kept "on the person," and never stored in a desk drawer or other such place, except that for funds less than \$100, keys may be stored in a desk drawer or other such place as long as access to the keys is limited to the people having primary and secondary responsibility for the fund.

3.5 For use in emergencies or absence of the custodian, copies of the combinations and keys must be put in a sealed envelope and stored by the department head, or designee, until needed. In no case should more than two persons have access to combinations or keys. Lock combinations and keys must be changed periodically and always when custody changes hands.

3.6 When one individual transfers custody of cash funds to another, the person receiving funds must execute an official receipt or document acknowledging the transfer. The most usual occurrence of this transfer is when department or unit personnel remits cash collections to fiscal department cashiers; however, intermediate steps in the collection and deposit process would also be subject to this documentation requirement. The transfer of funds from the regular custodian to the secondary custodian must also be documented in this manner, including temporary transfer of custody of working funds, which may also be documented upon return of funds to the primary custodian.

3.7 If the funds are part of a cashing function, the primary custodian may issue smaller amounts as needed and obtain a signature upon issuance and again when the funds are returned. In such cases, the component Finance Director may approve a slightly larger fund than is actually required for unit operations.

3.8 The procedures outlined provide the elements necessary for a workable, yet controlled, cash-handling environment. Exceptions to the procedures should be considered only for unique situations such as operations open on weekends or activities that are held away from headquarters, or where alternative security controls exist.

3.9 In order to be granted such an exception, the affected unit must present a written proposal outlining the desired procedures to the component Finance Director for approval. Such procedures must require written cash access authorization, and documented witnessing of cash counts and cash security by a second person. A copy of any approved alternative procedures should be on hand in the department at all times for verification and review by System or component auditors.

4. TRANSMITTAL OF COLLECTIONS TO FISCAL DEPARTMENT

4.1 All fees and other charges collected, proceeds of cash sales, and proceeds from all other sources must normally be deposited daily to the applicable fiscal department. Each department or unit, which collects nominal amounts of local income, is exempt from this daily deposit requirement, but must make deposits whenever the amount on hand reaches \$200 and at least once every three business days regardless of the amount. Each person transporting cash funds and negotiable securities (excluding restrictively endorsed checks and payroll checks) in excess of \$2,500 between offices or between an

office and a depository bank must be accompanied by a security guard. The Finance Director may, at his or her discretion, provide a security guard to accompany a person transporting funds in lesser amounts.

4.2 The component Finance Director may authorize, in writing, other exceptions to the daily deposit requirement for local income upon presentation by a department or unit of sufficient justification for unusual circumstances preventing compliance.

4.3 Immediately upon receipt, checks must be endorsed "For Deposit." There is no authorization for any department or similar administrative unit to use the fees or other charges collected or the proceeds of cash sales for any purpose whatsoever other than for deposit in the fiscal department. This prohibition includes the cashing of personal checks. Purchases shall not be offset against amounts due, except where commissions and similar fees are charged and deducted by the agent handling the sale of the product. In such cases supporting documentation showing the gross sales amount and all deductions must be submitted to the fiscal department with the remittance.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 17.

Meeting Date: 08/11/2016

COMMITTEE: Legal

CONTACT: William Zarr

CHAIR: Jason Perry

ACTION REQUESTED:

Resolution 16-61 - Consider approval of Resolution 16-61, a resolution pertaining to vandalism and theft of political signs. (Perry/Morris)

BACKGROUND:

Legal Committee member Juan Oropesa brought the concerns of a resident who has been subjected to theft of political signs and vandalism to his home to the Legal Committee staff liaison.

The purpose of Resolution 16-61 is to draw attention to these type of activities as illegal and also to condemn these illegal actions.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

There are no financial considerations with Resolution 16-61.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-61.

BOARD AND COMMITTEE ACTION:

The Legal Committee approved (3-0) Resolution 16-61 at their meeting on July 28, 2016.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-61, a resolution pertaining to vandalism and theft of political signs.

Attachments

Resolution 16-61 vandalism and theft of political signs.

RESOLUTION 16-61

WHEREAS, the right to vote and to express one's choice of candidate for a political office is a fundamental legal right within the United States and a hallmark of liberty within our nation; and

WHEREAS, every person should respect the right of another person to hold a different political viewpoint and to express that view; and

WHEREAS, instances of the repeated theft of political signs from private residential property, and vandalism of political signs and private property at the same residential location has been reported to the Roswell Police Department; and

WHEREAS, the theft or vandalism of political signs for any reason not only violates state law and city ordinances, but also shows a profound disrespect for the deeply cherished American value of the freedom to express one's political views without fear of intimidation from those who may hold contrary views.

NOW, THEREFORE, BE IT RESOLVED by the City Council as the Governing Body of the City of Roswell, New Mexico, that the City Council hereby condemns the theft and vandalism of political signs and damage to private property in our community as actions which are not only criminal but also do not reflect the values of our community in upholding the right to express one's political views without fear of intimidation from others who may hold contrary views.

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 18.

Meeting Date: 08/11/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Consider approval to authorize General Airframe Support, Inc., an Arizona Corporation, a new lease agreement on an area of land. (Grant/Stark)

BACKGROUND:

General Airframe Support, Inc., leases the area of land for the purpose of building a hangar. Area of land is 43,560 square feet. Rent amount is \$250 monthly; \$3,000 annually.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

General Airframe Support, Inc., rent amount is \$250 monthly; \$3,000 annually. Term: August 1, 2016 through July 31, 2017.

LEGAL REVIEW:

The City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval (3-0) at their meeting on August 4, 2016.

STAFF RECOMMENDATION:

Consider approval of lease as presented.

Attachments

GenAir Land Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 11th day of August, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated ALandlord@, and GENAIR, NM, LLC, a New Mexico corporation, hereinafter designated as ATenant@.

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

An area of land consisting of 13,650 square feet, more or less, located between hangar 1532 and hangar 1533 at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for twenty five (25) years, commencing on September 1, 2016 and ending August 31, 2041 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Three Thousand Dollars (\$3,000.00), payable in twelve (12) monthly payments of \$250.00 for the first year. Thereafter rent will increase annually by CPI-Urban all cities average or 2.5%, whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month=s rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay \$250.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. **CONDITION OF PREMISES.** Tenant has inspected Premises and accepts the Premises in its present condition as is. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises with improvements to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear. The condition of the subject property at acceptance is as follows:

6. **MAINTENANCE.**

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees to maintain and repair, at its sole cost and expense, the Premises, including improvements, and the taxiway leading to the Premises in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. **TAXES, LICENSES AND UTILITIES.** During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall, at its expense, bring any utilities required to the premises. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. **PERSONAL PROPERTY AND FIXTURES OF TENANT.** All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. As further consideration for this Lease, it is stipulated and agreed that at the expiration of the term of this lease as provided in paragraph 2 herein contained or at any other termination of this Lease, all structures and any and all improvements of any character whatever installed on the leased premises shall be and become the property of the Landlord and title thereto shall pass and revert to Landlord at such termination, and none of the improvements now or hereafter placed on the leased premises shall be removed there from at any time without Landlord's written consent. Landlord shall have the alternative, at its option, to require Lessee to remove any and all improvements and structures from the demised premises and repair any damage caused thereby, at Tenant's expense.

b. All improvements to the Premises shall be with the express prior permission of the Airport Manager. All improvements to the premises shall become the property of Landlord, and Tenant understands that Landlord will not reimburse Tenant for the improvements. Tenant shall be responsible for obtaining, if necessary, any and all permits and inspections required by such improvements.

c. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE. During the term hereof, Tenant, at its sole cost and expense, shall:

a. Keep the above described property and all buildings, fixtures and equipment located thereon or therein insured against loss by fire, lightning and extended coverage in an amount not less than 80% of the building replacement value, with a loss payable clause in favor of Landlord and Tenant, as their interest may appear.

b. Maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty all buildings shall be promptly repaired and rebuilt by and at the sole cost and expense of Tenant after settlement is

made with the insurance carrier and payment is received, to a condition as good as the same was in immediately prior to such damage or destruction, using the insurance funds provided in this lease toward such expense and in accordance with laws, regulations and ordinances of all governmental authorities having jurisdiction and during the time of said repair, reconstruction, or restoration, the rent herein shall not abate, except that the Tenant shall receive credit against the rent for any rental insurance received by Landlord; and Tenant may at its election make the rental payments that accrue during a period of non-occupancy, occasioned by damage or destruction of the premises, during the remainder of any specified term of this lease, in addition to the normal rental payments. Landlord agrees to make any insurance funds received by it available for the necessary repair, reconstruction or restoration.

b. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant=s employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant=s operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord=s Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant=s obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and

are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder, or default in payment of aircraft landing or parking charges, including finance charges, late fees and penalties, as established by Resolution of the governing body of the City of Roswell, and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants=s covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant=s default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant=s property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant=s risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney=s fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant=s interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of constructing an aircraft hangar for aircraft component repair and storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center (RIAC), and resolutions of the governing body of the City of Roswell.

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant=s occupancy of the Premises is the sole and absolute responsibility of Tenant. This responsibility extends to any materials of whatsoever kind, type or description generated on or as a part of Tenant=s occupancy of the Premises that might be considered to be, to cause, or result in Foreign Object Damage (FOD). Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, foreign object debris (fod) collectively, generated on or as a part of Tenant=s occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminate the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant=s employees or representatives during the term of Tenant=s occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord=s decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the

Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant=s regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises without written consent from the Landlord.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant=s occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord=s authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

General Airframe Support
850 E. Teton Road
Unit 1 (Rear)
Tucson, AZ 85756

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by Tenant by giving ninety (90) days written notice. This lease may be terminated by Landlord by reason of default as provided for in paragraph 12.

31. SITE SUITABILITY. Landlord makes no warranty as to the suitability of the Premises for any purpose. It is Tenant's responsibility to determine site suitability prior to proceeding with any construction. Further, Tenant shall indemnify and hold harmless Landlord from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of Tenant.

32. SPECIAL PROVISIONS. Construction plans for the Premises improvements have been delivered to the Landlord. Construction of the improvements shall be completed by March 31, 2017. In the event that the improvements are not completed by March 31, 2017, Landlord may exercise its right to terminate this Lease in accordance with paragraph 30. Tenant must meet following requirements regarding construction plans:

- a. Provide adequate vehicle parking spots.
- b. Include storm water pollution prevention controls.
- c. Obtain all required Federal, State and local environmental permits.
- d. Obtain environmental clearance from FAA in accordance with FAA Order 1050.1E Environmental Impacts Policies and Procedures and FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions.
- e. Coordinate with FAA including Construction Safety Phasing Plan and Notice of Proposed Construction 7460-1.

33. FIRST RIGHT TO RE-LEASE. If this Lease has not been otherwise terminated, and if no default by Tenant exists upon the expiration of the term hereof, Landlord shall give Tenant the first

right to re-lease the above described property, structures and improvements located hereon upon such terms and conditions as may be prescribed by Landlord.

34. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord=s Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of August, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
GENAIR, NM, LLC

Isaac Sheets, President

EXHIBIT “A”

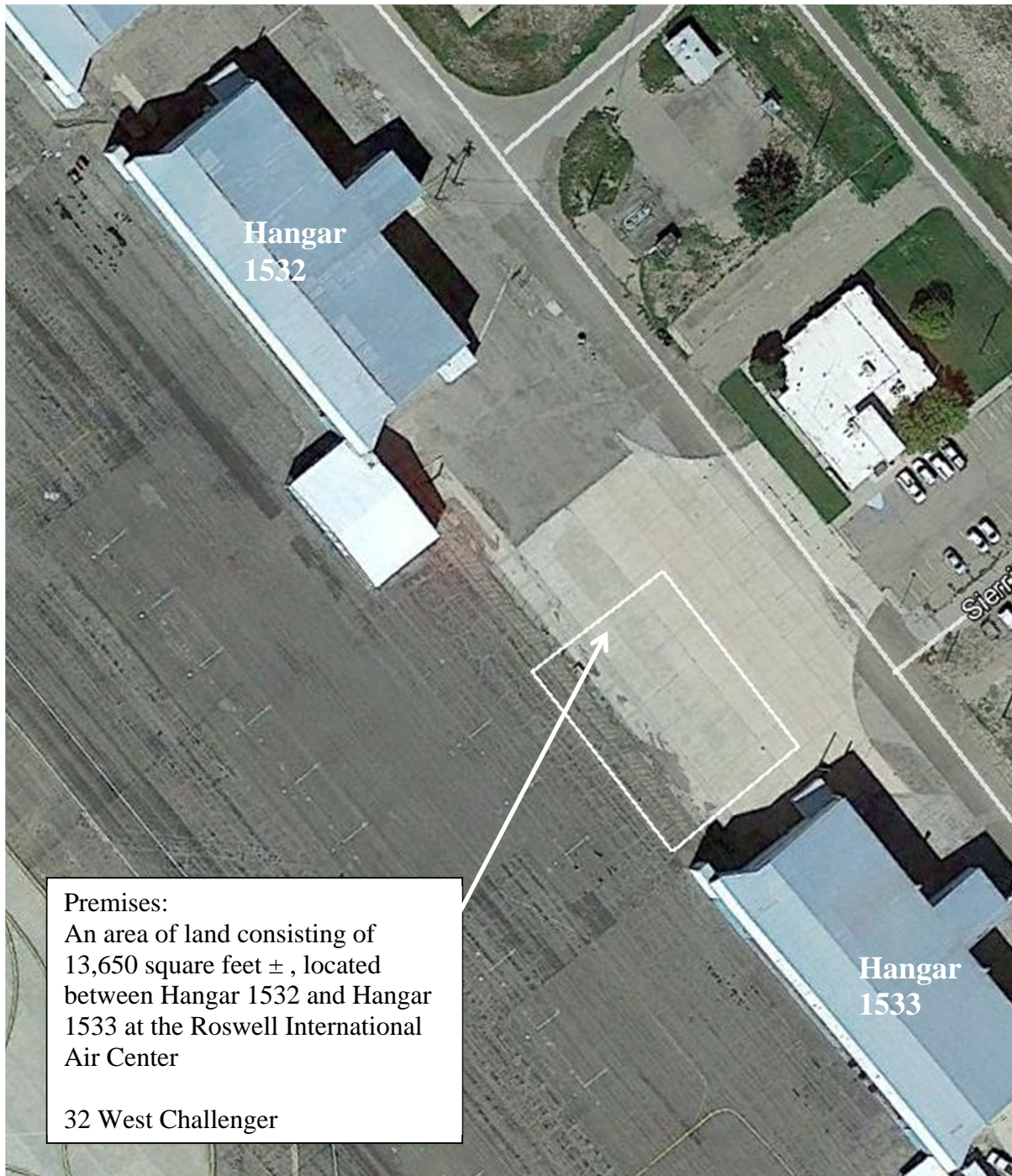


EXHIBIT “A”

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 19.

Meeting Date: 08/11/2016

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Art Sandoval

ACTION REQUESTED:

Public Safety Legal Services - Consider the renewal of attorney Paul Sanchez's professional services agreement to provide public safety legal services. The agreement provides for three (3) renewals of one (1) year each. This would be the third and last remaining renewal option. (Sandoval/Mathews)

BACKGROUND:

Mr. Sanchez provides professional legal services to the Police Department on police related matters as well as code enforcement issues to other departments. He also serves as the City Prosecutor in municipal court. Among his other responsibilities as the City Prosecutor are to try cases before the Roswell Municipal Court, respond to motions filed in that court and appear and participate in hearings on those motions. He also represents the City in de novo criminal appeals before the district court which have been filed by defendants from convictions in the municipal court. Mr. Sanchez also represents the City before the district court in those cases where the competency of a defendant has been raised and transferred there by the municipal court.

The City has entered into a 90 day interim agreement with Mr. Sanchez to continue services pending approval of this renewal.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

The total amount of the contract is \$108,000 plus gross receipts taxes, payable monthly out of the General Fund. This item has already been budgeted for fiscal year 2017.

LEGAL REVIEW:

The City Attorney has reviewed the renewal of the professional services agreement.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee recommended approval (4-0) at their meeting on June 27, 2016.

STAFF RECOMMENDATION:

Consider the renewal of the professional services agreement between the City of Roswell and Attorney Paul Sanchez for public safety legal services.

Attachments

Paul Sanchez - Interim Agreement

Paul Sanchez (2)

Memorandum of Agreement for Interim Public Safety Legal Services

MEMORANDUM OF AGREEMENT (Agreement), dated June 14, 2016 between the City of Roswell, New Mexico ("City") and Paul Sanchez, ("NMML") of Arroyo Hondo, New Mexico, (Contractor) for interim legal services relating to public safety operations.

1. The City and Contractor entered in to a Contract for public safety legal services effective June 17, 2013, (the Contract), which was subsequently amended by amendment dated May 1, 2014.
2. The term of the Contract was for a period of one year beginning on June 17, 2013 and ending on June 16, 2014, with the option of the parties to renew the Contract for three (3) additional one-year terms.
3. The Contract has been subsequently renewed for two (2) additional one (1) year terms. The current term expires on June 16, 2016. The parties may opt to renew the term of the Contract for one (1) additional year.
4. Renewal of the Contract will be presented to the City Council for approval on July 14, 2016. During the interim period between June 17, 2016 and approval of renewal by the City Council, the Contractor has agreed to continue to provide public safety legal services on the same terms and conditions set forth in the Contract.
5. The City agrees to continue to pay for the Contractor's services under the Contract for a period not to exceed ninety (90) days, effective June 17, 2016, in order that public safety legal services be provided during the interim period.
6. This Agreement shall be superseded upon renewal of the Contract by the City and the Contractor.
7. This Memorandum of Agreement constitutes the entire understanding of the parties and shall not be amended except by further written agreement of the parties. This Memorandum of Agreement shall become effective on June 17, 2016.

CITY OF ROSWELL, NEW MEXICO


Dated:


By: Steve Polasek, City Manager

6-14-17

CONTRACTOR

Dated:


By: Paul V. Sanchez

06/14/17

AMENDMENT TO CONTRACT FOR PUBLIC SAFETY LEGAL SERVICES

This Amendment to Contract for Public Safety Legal Services is made and entered into this 15th day of MAY, 2014, by and between the City of Roswell, a New Mexico municipal corporation, ("City") and Paul V. Sanchez, of Arroyo Hondo, New Mexico, ("Contractor").

WITNESSETH

WHEREAS, the City and Contractor have previously, on or about June 6, 2013, entered into a Contract for Public Safety Legal Services ("Contract"); and

WHEREAS, City and Contractor desire to make certain amendments to that Contract, as set forth specifically herein, and

WHEREAS, other than as specifically amended herein, all other terms and provisions of the Contract shall, and the same hereby will, remain in full force and effect.

NOW, THEREFORE, for valuable consideration, the City & Contractor agree to amend the Contract as follows:

1. Article 3 of the Contract is amended to read as follows:

ARTICLE 3 – SCOPE OF PERFORMANCE: The Contractor shall perform the required services for the City at the Police Department, Fire Department, Code Enforcement and Animal Control. Contractor shall provide legal services to the departments specifically designated by the City. Contractor agrees to refer requests for legal services outside of the areas designated by the City to the City Manager. Contractor agrees to spend 28 (twenty-eight) to 30 (thirty) hours per week on services as defined by the City. In the event the Contractor, by reason of illness, family emergency, vacation, or the like, fails to spend 28 (twenty-eight) to 30 (thirty) hours per week in any given week, Contractor may, consistent with the needs and desires of the departments he is providing services for, make up those hours in subsequent weeks so long as on average, for any given month, he does not exceed 28 (twenty-eight) to 30 (thirty) hours per week. Contractor agrees to maintain appropriate licensure and appear on behalf of the City in the Roswell Municipal Court, Chaves County Magistrate Court and the District Court for

the State of New Mexico as required by City. There will be no limit on outside practice as long as there is no conflict as set forth in Section 11 of this agreement.

2. Article 4 of the contract is amended as follows:

ARTICLE 4 – COST AND PAYMENT: The Contractor shall be paid for the services rendered satisfactorily in an amount of up to \$9,000.00 per month. This amount includes the legal services of Contractor and state and federal bar dues, continuing legal education costs, legal subscription and book costs, equipment costs, office supply costs, local telephone costs, routine photocopying costs and facsimile costs. The City shall reimburse Contractor for those services and expenses which were set forth in the Contractors' response to the RFP, which include witness fees, services of process fees, investigative fees, expert witness fees, filing fees, subpoena fees, postage for overnight or express delivery service, bulk mailings, travel costs, long distance telephone costs, outside legal counsel costs and fees incurred on behalf of the City.

All Payments will be in arrears. Contractor shall bill for those hours actually worked on behalf of the City, but in no event more than the maximum hours provided for in Article 3, at the rate provided in his response to Request for Proposal 13-008.

3. In all other respects, the Contract for Public Safety Legal Services shall remain in full force and effect.

City of Roswell


Larry Fry, City Manager

Date: 5/5/14

Contractor


Paul V. Sanchez

Date: 04/01/2014

**CITY OF ROSWELL, NEW MEXICO
CONTRACT FOR PUBLIC SAFETY LEGAL SERVICES**

This Contract entered into between City of Roswell, hereinafter referred as the "City", and Paul V. Sanchez, hereinafter referred as the "Contractor," to provide legal services to the City as set forth in Request for Proposal 13-008. The City is authorized to enter into this Contract pursuant to state and local purchasing procedures for Contracts of this type and amount.

ARTICLE 1. CONTRACT DOCUMENTS AND SERVICES TO BE PROVIDED: The Contract shall be comprised of this contract document and Request for Proposal (RFP) 13-008 documents, all applicable negotiations, and the Contractor's response to the RFP, all which are incorporated herein and made a part of the Contract. The Contractor shall be responsible for providing the scope of services as set forth in RFP 13-008 and as set forth in Contractor's Response to RFP 13-008.

ARTICLE 2. PERIOD OF PERFORMANCE: The period of performance of this Contract is for an initial one year period, beginning on or about June 17, 2013, and ending on or about June 16, 2014. The contract may be renewed for an additional three (3) terms of one (1) year periods.

ARTICLE 3. SCOPE OF PERFORMANCE: The Contractor shall perform the required services for the City at the Police Department, Fire Department, Code Enforcement and Animal Control. Contractor shall provide legal services to the departments specifically designated by the City. Contractor agrees to refer requests for legal services outside of the areas designated by the City to the City Manager. Contractor agrees to spend 16 (sixteen) to 20 (twenty) hours per week on services as defined by the City. Contractor agrees to maintain appropriate licensure and appear on behalf of the City in the Roswell Municipal Court, Chaves County Magistrate Court and the District Court for the State of New Mexico as required by City. There will be no limit on outside practice as long as there is no conflict as set forth in Section 11 of this agreement.

ARTICLE 4. COST AND PAYMENT: The Contractor shall be paid for the services rendered satisfactorily at a compensation of up to \$6,000.00 per month. This compensation includes the legal services of Contractor and state and federal bar dues, continuing legal education costs, legal subscription and book costs, equipment costs, office supply costs, local telephone costs, routine photocopying costs and facsimile costs. The City would reimburse Contractor for those services and expenses which were set forth in the Contractor's response to the RFP, which include witness fees, services of process fees, investigative fees, expert witness fees, filing fees, subpoena fees, postage for overnight or express delivery services, bulk mailings, travel costs, long distance telephone costs, outside legal counsel costs and fees incurred on behalf of the City.

All Payments will be in arrears. Contractor shall submit an invoice no later than the 7th of each month, beginning June 17, 2013. Reimbursement shall be paid within thirty (30) days of submission of the request for reimbursement, and reimbursement invoices shall

note the purchase order number and this Contract number and may be delivered to the City, Accounts Payable, P.O. Box 1838, Roswell, NM 88202-1838. In addition to the amount set forth above, the City shall be charged and pay to Contractor the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and Contractor shall be responsible for payment to the State of New Mexico for New Mexico Gross Receipts Tax on the amounts payable under this contract. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments. The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the City, releases the City, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the City to any obligation not assumed herein by the City, unless the Contractor has express authority from the City Manager or designee to do so, and then only within the limits of the expressed authority.

ARTICLE 5. NOTICES: Invoices for reimbursement shall be mailed to Accounts Payable, City of Roswell P.O. Box 1838, Roswell, NM 88202-1838. All other correspondence or notices shall be sent to:

Larry Fry
City of Roswell
c/o P.O. Box 1838
Roswell, NM 88202-1838
(575) 624-6700

Paul V. Sanchez
P. O. Box 333
Arroyo Hondo, NM 87513

ARTICLE 6. ASSIGNMENT OF CLAIMS: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract, without the written consent of the City.

ARTICLE 7. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The Contractor shall indemnify, defend and save harmless the City of Roswell, and its public officers, agents and employees as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, against and from any and all claims, losses, fines, demands, judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from or out of, connected with, resulting from or related to the Contractor's provision of services under this Contract. The City shall hold the Contractor harmless from any and all claims and/or actions of any kind and the nature resulting from or relating to the City's or its employees' negligence or intentional acts, errors and omissions in the City's performance under this Contract. The agreements in this Article shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation or expiration of the term or any renewal or any other modification of this Contract, for negligence, acts, errors or omissions to act occurring during the term of this Contract.

ARTICLE 8. INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect all insurance as required

below and comply with all limits, terms and conditions stipulated herein. Contractor shall provide evidence of all required insurance to the City of Roswell Purchasing Department.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent of the Contractor and returned to the City. If for any reason, any material change occurs in the coverage during the course of the contract; such change will not become effective until thirty (30) days after the City has received written notice of such change.

- A. The policy shall be written and the certificate shall reflect that:
 - 1. All insurance required is in effect.
 - 2. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- B. Contractor shall maintain insurance of the types described below:
 - 1. Professional Liability Insurance appropriate to the Contractor's profession.
- C. The Contractor shall maintain the following insurance limits:
 - 1. Professional Liability insurance shall be written with limits no less than \$100,000 per claim and \$300,000 policy aggregate limit or higher limits as per general policy.

ARTICLE 9. TERMINATION: Either party may terminate this Contract with or without cause by providing written notice to the other party thirty (30) days in advance of the termination. In the event of contract termination, the Contractor shall be paid a pro-rata amount up to the negotiated fee per the task assigned, to the effective date of termination upon submittal of the final payment request.

ARTICLE 10. RELEASE: The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority from the City Manager or designee to do so, and then only within the limits of the expressed written authority.

ARTICLE 11. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract that would have potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken. The Contractor's failure to

inform the City of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by City.

ARTICLE 12. INDEPENDENT CONTRACTOR: Nothing in this Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Contractor as an agent, representative or employee of the City for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. Contractor is an independent contractor of the City. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 13. PROCUREMENT CODE: The Contractor and City recognize that Procurement Code, § 13-1-29 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 14. AMENDMENTS: This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 15. SOVEREIGN IMMUNITY: By entering into the Contract, the City and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 16. WAIVER: Any waiver by the City of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law.

ARTICLE 17. MERGER OF PRIOR AGREEMENTS: Except for the attached Request for Proposal and the attached Contractor's response to the Request for Proposal, this Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Contract. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 18. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 19. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary not to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 20. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the City shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 21. GOVERNING LAW AND ADA COMPLIANCE: This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Contractor shall also comply with all applicable Federal, State, and local laws, ordinances, rules and regulations, ordinances and decrees. The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed or the work, or which in any way affect the conduct or work. The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VI of the Civil Right Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 22. BINDING EFFECT OF AGREEMENT: Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assignors, and successors of the contracting parties.

ARTICLE 23. SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is void and no damages shall accrue to either party.

ARTICLE 24. MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this contract or any other matter affecting this contractual relationship between the City and the Contractor, the parties agree that, prior to filing any court action to enforce the contract, they will utilize the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within three (3) days of written notice to the other regarding the dispute, then a list of seven (7) potential mediators will be obtained from the Court or other professional association and the parties shall utilize a striking process until a mediator is agreed upon.

ARTICLE 25. NOTICE TO PROCEED: It is expressly understood that this Contract is not binding upon the City until approved and signed by the City and, further, that the Contractor is not to proceed with its obligations under the Contract until the Contractor has received a fully signed copy of the Contract.

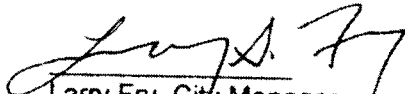
ARTICLE 26. CONFIDENTIAL INFORMATION: Any information given to or developed by the Contractor in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the City.

ARTICLE 27. NON-APPROPRIATION: The City's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Contractor. The City Council's determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

ARTICLE 28. SUBCONTRACTING: The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the City.

ARTICLE 29. DUPLICATE ORIGINALS: This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

City of Roswell


Larry Fry, City Manager

Date: 6/6/13


Del Jurney, Mayor

Date: 6/6/13

PAUL V. SANCHEZ



Date: 06/05/2013

2014-27

April 17, 2014

Paul V. Sanchez
P.O. Box 333
Arroyo Hondo, NM 87513

**Re: Contract for Public Safety Legal Services as Amended,
Exercise of Option to Renew**

Dear Mr. Sanchez:

The Contract for Public Safety Legal Services as amended, ("Contract") which you and the City of Roswell have entered into effective June 17, 2013, provides for an initial one year term which ends of June 16, 2014. The Contract provides at Article 2 for the potential for three one-year renewals. As we have discussed, the City would like to renew the Contract and the City understands that you, likewise, would like to renew the Contract for an additional one year period.

Accordingly, this letter will evidence our agreement on behalf of yourself and the City, respectively, to renew the Contract for a period of one year from June 16, 2014. The new term would commence running on June 17, 2014 and end on June 16, 2015.


I trust that this meets with your approval. If you could so note on this letter, I will see that you are provided with a completely executed copy for your files.

Very truly yours,

Larry Fry

I agree to the extension of the Contract for a period of one year commencing June 17, 2014 and ending June 16, 2015, it being understood that all the terms and provisions of the Contract shall continue in full force and effect.

Date: 04/30/2014


Paul V. Sanchez

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 20.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: Jonathan Phillips

CHAIR: N/A

ACTION REQUESTED:

Consider a request to enter into an agreement with Strategic Government Resources (SGR) referencing an Interim City Manager. (Grant/J. Phillips)

BACKGROUND:

Interim City Manager Jonathan Phillips has resigned as of September 6, 2016, the agreement would allow for SGR to begin the process of finding a contract replacement as Interim City Manager until the position is permanently filled.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee approved entering into an agreement with SGR (4-0) at their meeting on August 4, 2016.

STAFF RECOMMENDATION:

Consider a request to enter into an agreement with Strategic Government Resources (SGR) referencing an Interim City Manager.

Attachments

SGR Interim City Manager Agreement



Date: July 27, 2016

**Agreement for Interim City Manager Services
By and Between Strategic Government Resources and the City of Roswell, New Mexico**

City of Roswell, New Mexico
Jonathan Phillips, Interim City Manager
j.phillips@roswell-nm.gov

Strategic Government Resources
Cyndy Brown, Managing Director of Recruitment
CyndyBrown@GovernmentResource.com

("City")

("SGR")

Scope of Services. The City of Roswell, New Mexico, (referred to as "City") seeks an Interim City Manager to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim City Manager for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. In addition, if at any time during the assignment, City wishes to have another candidate provided to serve as Interim City Manager, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City.

Terms and Conditions. SGR will provide an Interim City Manager at a rate of \$106.67 per hour, based on a 40-hour work week. The Interim City Manager will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$ 106.67 per hour.

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process, and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.
2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:
 - Social Security number trace
 - Address history
 - Driving history/motor vehicle records
 - Credit report

- Federal criminal search
 - National criminal search
 - Global homeland security search
 - Sex offender registry search
 - State criminal search (for current and previous states of residence)
 - County criminal search (for every county in which candidate has lived or worked)
 - County civil search (for every county in which candidate has lived or worked)
 - Education verification
3. City is responsible for the cost of any pre-interim employment drug screening that City may require.
 4. All routine business expenses incurred by SGR's representative in their role as Interim City Manager will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
 5. Depending on the location of the permanent residence of the selected Interim City Manager, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to City, with a mileage/travel reimbursement at least twice per month between Interim City Manager's permanent residence and City.
 6. City will be billed weekly for the previous weeks work, and payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
 7. If City hires the candidate placed as Interim City Manager for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$5,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
 8. City or SGR may terminate the agreement for Interim City Manager Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim City Manager Services to City as follows:

<i>Interim City Manager Services</i>	<i>\$ 106.67 per hour</i>
<i>Comprehensive Media Search Report</i>	<i>\$500.00</i>
<i>Background Investigation</i>	<i>\$300.00</i>
<i>Mileage/Temporary Housing Stipend</i>	<i>TBD</i>

Confidentiality Agreement. The Interim City Manager will perform services for City which may require City to disclose confidential and proprietary information to Interim City Manager. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim City Manager's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. The Interim City Manager, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim City Manager, including the right to keep the same as confidential and proprietary.

Indemnification. The City agrees to defend and hold harmless the designated Interim City Manager as an official, employee or servant of the City of Roswell to the extent provided under the New Mexico Tort Claims Act (NMSA 1978 §41-4-1 et. seq.) and to the extent that the coverage of risk is provided to the City of Roswell by the New Mexico Self Insurers Fund.

Venue. Any actions or proceedings to enforce the provisions of this agreement shall be brought in the Fifth Judicial District Court for Chaves County, New Mexico.

Applicable law. This agreement shall be governed by the laws of the State of New Mexico.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Roswell, New Mexico, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to, this the _____ day of _____, 2016, by and between Strategic Government Resources and the City of Roswell, New Mexico.

Jonathan Phillips, Interim City Manager
City of Roswell, New Mexico

Cyndy Brown, Managing Director of Recruitment
Strategic Government Resources

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 21.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Closed Session - Pursuant to NMSA 1978 10-15-1H(2), to discuss limited personnel matters concerning the appointment of an Interim City Manager.

BACKGROUND:

Pursuant to NMSA 1978 10-15-1H(2), to discuss limited personnel matters concerning the appointment of an Interim City Manager.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Pursuant to NMSA 1978 10-15-1H(2), to discuss limited personnel matters concerning the appointment of an Interim City Manager.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 22.

Meeting Date: 08/11/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

DEPARTMENT REPORTS:

- Gross Receipts Tax
- Lodgers Tax
- Convention Center
- Roswell Public Library
- HR
- Roswell Police Department
- Roswell Convention & Civic Center/Visitor's Bureau
- Code Enforcement
- Fire Department
- Parks and Recreation

BACKGROUND:

Not applicable.

FINANCIAL CONSIDERATION (See Fiscal Impact below)

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

Attachments

Gross Receipts Tax
Lodgers' Tax
Convention Center
Roswell Public Library
Department Reports HR
Roswell Police Department
Roswell Convention Civic Ctr and Visitors Bureau
Roswell Convention Civic Ctr and Visitors Bureau Maintenance
Roswell Convention Civic Ctr and Visitors Bureau Monthly Expense
Roswell Convention Civic Ctr and Visitors Bureau Report
Code Enforcement
Fire Department

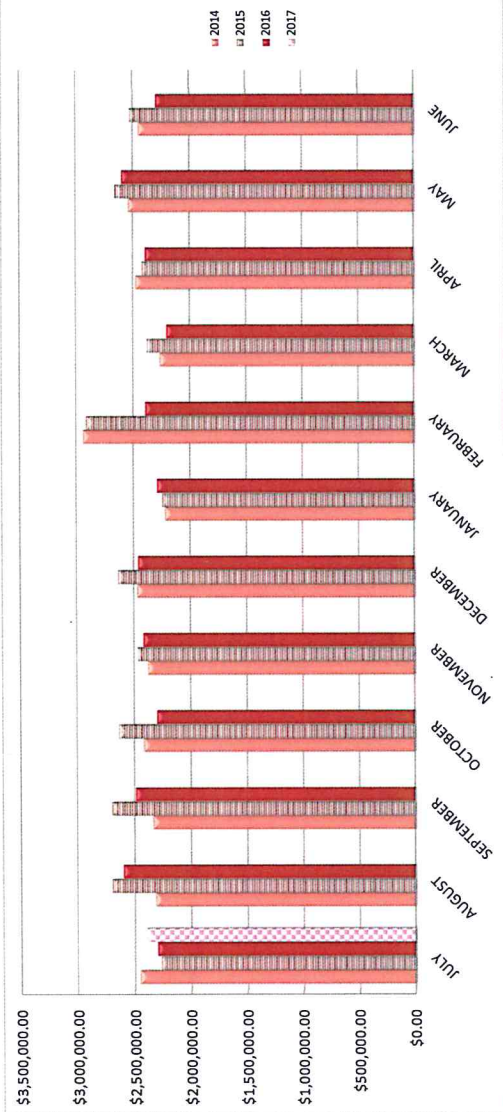
CITY OF ROSWELL GROSS RECEIPTS TAX REPORT FY16 JULY 2016

THIS MONTH'S CHECK	LAST MONTH'S CHECK	THIS MONTH'S CHECK 1 YEAR AGO
\$2,401,205.20	\$2,300,256.25	\$2,302,833.20
2015 FISCAL YEAR COLLECTIONS TO DATE	2016 FISCAL YEAR COLLECTIONS TO DATE	
\$2,302,833.20	\$2,401,205.20	

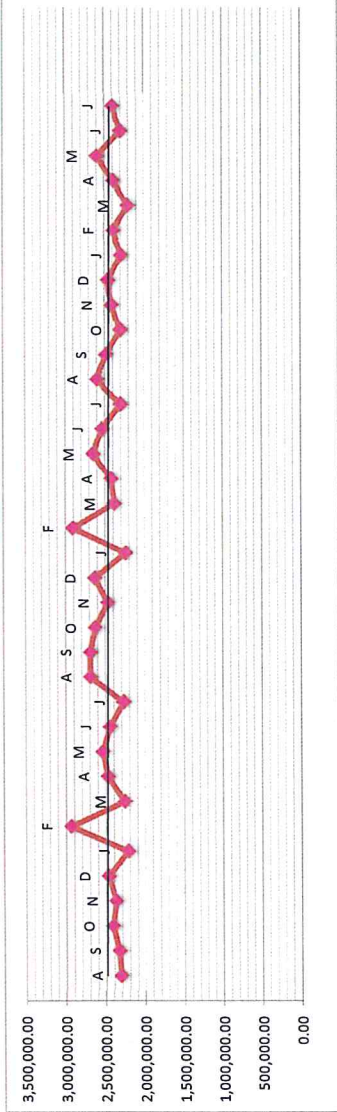
YEAR TO DATE
LAST YEAR (JULY 2015) 4.27%
LAST MONTH (JUNE 2016) 4.27%
BUDGETED DECREASE FOR FISCAL YEAR 2017 4.39%
PERCENT VS BUDGETED AMOUNT -7.34%
5.22%

	ACTUAL GROSS RECEIPTS TAX RECEIVED		
	Fiscal 2014	Fiscal 2015	Fiscal 2016
JULY	\$2,456,299.54	\$2,276,972.79	\$2,302,833.20
AUGUST	2,317,234.25	2,695,926.14	2,600,775.56
SEPTEMBER	2,337,660.35	2,695,359.27	2,489,037.09
OCTOBER	2,416,541.63	2,632,327.18	2,300,185.71
NOVEMBER	2,377,565.87	2,473,024.72	2,416,633.33
DECEMBER	2,470,059.94	2,637,083.83	2,461,769.31
JANUARY	2,223,551.93	2,247,478.13	2,293,590.95
FEBRUARY	2,941,276.82	2,911,146.44	2,391,951.90
MARCH	2,266,645.09	2,387,102.40	2,208,221.49
APRIL	2,476,673.68	2,425,986.73	2,392,960.96
MAY	2,540,623.58	2,653,762.48	2,600,079.99
JUNE	2,450,030.17	2,536,492.00	2,300,256.25
TOTAL	\$29,274,162.85	\$30,572,662.11	\$28,758,295.74
			\$2,401,205.20

COMPARISON OF ACTUAL RECEIPTS



GROSS RECEIPTS TAX - THREE YEAR TREND



**CITY OF ROSWELL
LODGERS' TAX REPORT - FY 17
JULY 2016**

THIS MONTH'S
TAXES RECEIVED

\$93,693.68

LAST MONTH'S
TAXES RECEIVED

\$93,103.46

THIS MONTH'S
TAXES RECEIVED
1 YEAR AGO

\$92,243.43

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$92,243.43

ESTIMATED
PENDING FY16 & FY17
COLLECTIONS

\$17,442.30

2017 FISCAL YEAR
COLLECTIONS TO DATE

\$93,693.68

YEAR TO DATE

1.57%

LAST YEAR (JULY 2015)

1.57%

LAST MONTH (JUNE 2016)

0.63%

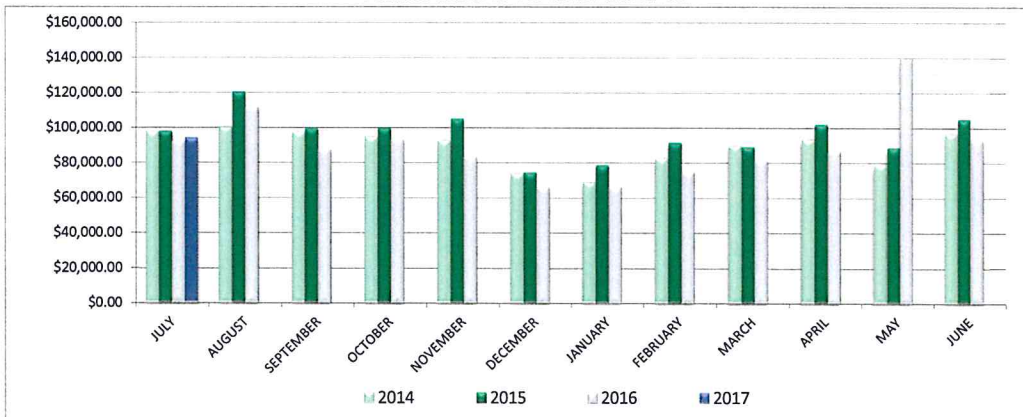
BUDGETED DIFFERENCE FROM FISCAL YEAR 2016 ACTUAL

-5.47%

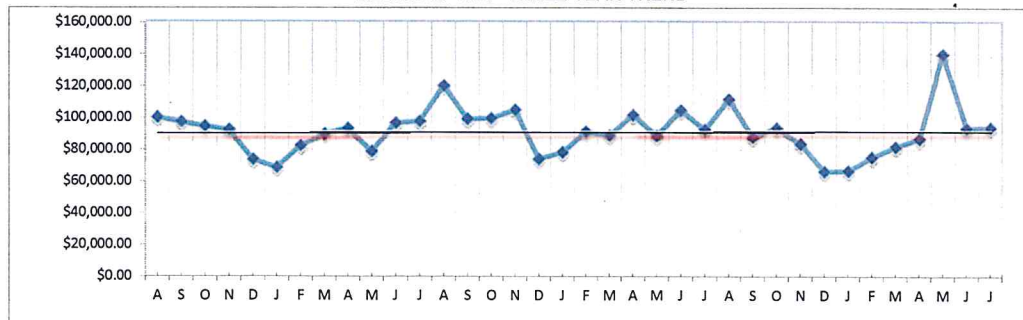
ACTUAL LODGERS' TAX RECEIVED

	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017
JULY	\$97,457.04	\$97,411.08	\$92,243.43	\$93,693.68
AUGUST	99,919.54	119,690.78	111,352.47	
SEPTEMBER	97,009.21	98,916.48	87,638.24	
OCTOBER	94,330.06	99,236.39	93,266.12	
NOVEMBER	92,167.32	104,505.66	83,360.96	
DECEMBER	73,349.46	73,815.42	66,075.55	
JANUARY	68,455.83	77,958.32	66,389.60	
FEBRUARY	82,128.65	90,900.30	74,869.10	
MARCH	89,411.65	88,540.91	81,500.76	
APRIL	93,015.35	101,407.00	86,566.72	
MAY	78,592.18	88,272.53	139,583.19	
JUNE	96,268.38	104,358.62	93,103.46	
	\$1,062,104.67	\$1,145,013.49	\$1,075,949.60	\$93,693.68

COMPARISON OF ACTUAL RECEIPTS



LODGERS' TAX - THREE YEAR TREND



Penalties included in above Totals

JUNE 2016'S EVENTS:

Saturday Night Dances @ RAC, Free Saturday Night Summer Family Movies, Old 97's at the Liberty, Nightowls Dinner & Show, Veteran's fund raiser@ 3rd St. Station, Free Friday night Concerts in the Park, Splash Pad Grand opening, Community Planting Day in Downtown planters, Downtown merchants Town Hall meeting@Stellar Coffee, Juneteenth celebration@MLK Park, **31st Annual Milkman Triathlon, Roswell UFO Festival 2016 6/30/16-7/4/16, NM Annual Conference of the United Methodist Church**

EVENTS PAID IN PART BY LODGERS' TAX INDICATED IN BLUE, CONVENTION CENTER EVENTS IN GREEN

CITY OF ROSWELL

CONVENTION CENTER ROOM FEE - FY17

JULY 2016

FY17 THIS MONTH'S
REVENUE & ROOM
TOTALS

\$53,337.50
21,335

FY16 LAST MONTH'S
REVENUE & ROOM
TOTALS

\$50,874.50
20,350

FY17 THIS MONTH'S
REVENUE & ROOM
1 YEAR AGO / TOTALS

\$52,065.00
20826

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$52,065.00

ESTIMATED
PENDING
FY16 & FY17
COLLECTIONS

\$11,577.50

2017 FISCAL YEAR
COLLECTIONS TO DATE

\$53,337.50

YEAR TO DATE

2.44%

LAST YEAR (JULY 2015)

2.44%

LAST MONTH (JUNE 2016)

4.84%

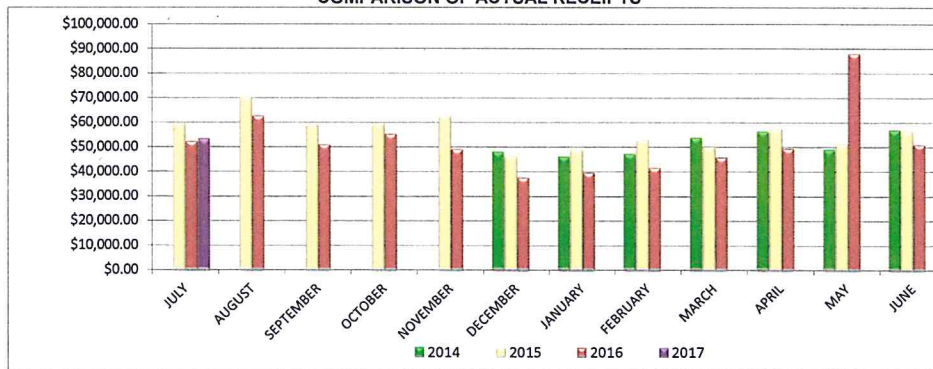
BUDGETED DIFFERENCE FROM FISCAL YEAR 2016 ACTUAL

-5.39%

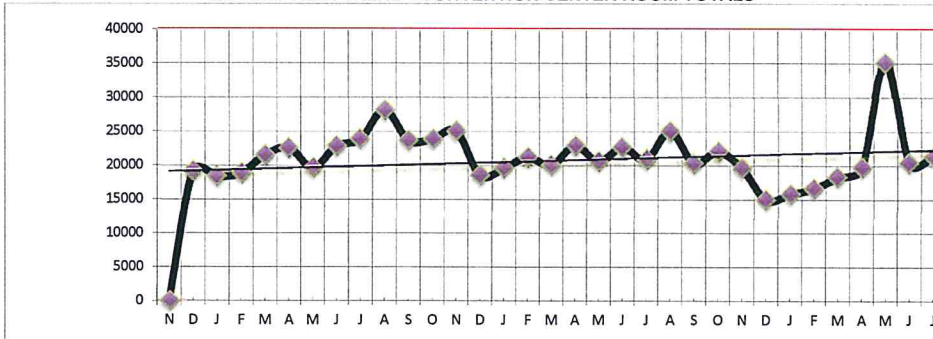
ACTUAL CONVENTION CENTER FEES RECEIVED

	Rooms FY14	Fiscal 2014	Rooms FY15	Fiscal 2015	Rooms FY16	Fiscal 2016	Rooms FY17	Fiscal 2017
JULY		\$0.00	23,846	\$59,614.50	20,826	\$52,065.00	21,335	\$53,337.50
AUGUST		0.00	28,087	70,219.00	24,973	62,432.50		
SEPTEMBER		0.00	23,650	59,124.00	20,285	50,712.50		
OCTOBER		0.00	23,817	59,542.50	22,020	55,050.00		
NOVEMBER		0.00	25,024	62,560.00	19,578	48,945.00		
DECEMBER	19156	47,890.00	18,502	46,230.00	14,957	37,392.50		
JANUARY	18390	45,975.00	19,587	48,992.50	15,765	39,412.50		
FEBRUARY	18842	47,105.00	21,171	52,927.50	16,609	41,522.50		
MARCH	21489	53,722.50	20,003	50,007.50	18,290	45,725.00		
APRIL	22540	56,350.00	22,885	57,212.50	19,700	49,250.00		
MAY	19610	49,025.00	20,539	51,347.50	35,123	87,807.50		
JUNE	22784	56,960.00	22,643	56,607.50	20,350	50,874.50		
		\$357,027.50		\$674,385.00		\$621,189.50		\$53,337.50
	FY 2014 ROOM TOTAL	142811	FY 2015 ROOM TOTAL	269754	FY 2016 ROOM TOTAL	248476	FY 2017 ROOM TOTAL	21335

COMPARISON OF ACTUAL RECEIPTS



1ST- 4TH YEAR TREND - CONVENTION CENTER ROOM TOTALS

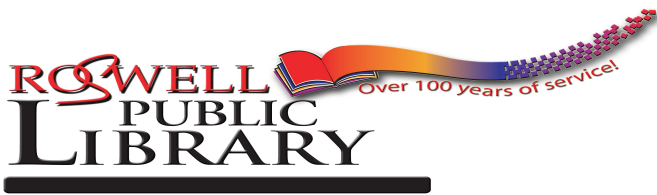


Penalties Collected in FY 2017 \$0.00 are not included in the above totals

JUNE 2016'S EVENTS:

Saturday Night Dances @ RAC, Free Saturday Night Summer Family Movies, Old 97's at the Liberty, Nighttowns Dinner & Show, Veteran's fund raiser@ 3rd St. Station, Free Friday night Concerts in the Park, Splash Pad Grand opening, Community Planting Day in Downtown planters, Downtown merchants Town Hall meeting@Stellar Coffee, Juneteenth celebration@MLK Park, 31st Annual Milkman Triathlon, Roswell UFO Festival 2016 6/30/16-7/4/16, NM Annual Conference of the United Methodist Church

EVENTS PAID IN PART BY LODGERS' TAX INDICATED IN BLUE, CONVENTION CENTER EVENTS IN GREEN



July Report

Building

We had to replace the power supply to one of our alarmed emergency exit doors.

Personnel

Nathan Burden, Page I in Circulation, celebrated his 3rd anniversary this month. We celebrated his promotion to Reference Technician effective on July 22. We are now advertising for a new Page I.

Training

Webinars attended this month: Before Bilingual Storytime, Get Outside the Line Leverage Social Media to Make the Most of Your Campaign, Coding for everyone and Language Learning for you Youngest Patrons.

Staff also attended the following sessions offered by the City's Safety Department: Drug and Alcohol Awareness for Employees, Dealing With Angry Customers, First Aid and Defensive Driving.

Classes, tours, school visits, outreach, programs

Fourteen Story Times were conducted, four Tween programs were held and we had one program for adults. We have a great response and attendance for all of the programs and everyone seems to have had a great time.

Our Children's Librarian went to Berrendo Elementary School and conducted several story times for 120 K-3 students.

The Library has participated in the Community Investment Project in various neighborhoods on Saturdays this summer. We have been telling people about the Library, our programs, signing people up for Library Cards, etc.

Numbers are down for the Summer Reading Adventure compared to last year. We will be evaluating the results at the end of the year to see if we can determine why the numbers are down—lack of staffing in the Children's area, more activities being presented by other groups, etc.

We are joined the Pokémon Go phenomenon and had a gathering on July 26. We had 236 people of all ages attend this event! Our thanks go to the Friends of the Library for furnishing the refreshments for this event.

City of Roswell, NM
Personnel Changes for the Month of
JULY 2016

Status Legend

RFT - Regular Full-Time
PFT - Probationary Full-Time

RPT - Regular Part-Time
PPT - Probationary Part-Time

TFT - Temporary Full-Time
TPT - Temporary Part-Time

NEW HIRE				
Date	Name	Position	Department	Status
7/1/16	Smith, Leroy	Police Service Aide	Police	PPT
7/8/16	Amaya, Amador J.	Fire Fighter Recruit	Fire	PFT
7/8/16	Harper, Bryce N.	Fire Fighter Recruit	Fire	PFT
7/8/16	Lucero, Roman A.	Fire Fighter Recruit	Fire	PFT
7/8/16	Moore, Destry W.	Air Center Maintenance Worker	Air Center	PFT
7/8/16	Young, Shawn M.	Fire Fighter Recruit	Fire	PFT
7/8/16	Rivera, Paul A.	Fire Fighter Recruit	Fire	PFT
7/8/16	Larson, Kenneth T.	W & S Maintenance Worker	Water	PFT
7/8/16	Martinez, Julian C.	W & S Maintenance Worker	Water	PFT
7/15/16	Dutchover, Angela N.	Police Service Aide	Police	PPT
7/25/16	Urquides, Nicole F.	Customer Service Clerk	Water/Customer Service	PFT
7/29/16	Ramirez, Robert J.	Police Service Aide	Police	PPT

TRANSFER/PROMOTION/DEMOTION				
Date	Name	Position	Department	Status
7/8/16	Christian, Justin M.	Animal Control Officer to Fire Fighter Recruit	Fire	PFT
7/8/16	Montez, Jason	Sanitation Worker Senior to Fire Fighter Recruit	Fire	PFT
7/22/16	Burden, Nathan G.	Library Page to Reference Technician	Library	RFT
7/22/16	DeLa Cerda, Danny R.	W & S Maintenance Worker to Equipment Operator/Vactor	Water	RFT
7/8/16	Cobos, Isaac R.	Fire Fighter Recruit to Fire Fighter	Fire	PFT
7/8/16	Casey, Christopher V.	Fire Fighter Recruit to Fire Fighter	Fire	PFT
7/8/16	Batista, Thomas G.	Fire Fighter Recruit to Fire Fighter	Fire	PFT
7/8/16	Garcia Jr., Carlos	Fire Fighter Recruit to Fire Fighter	Fire	PFT
7/8/16	Gamboa, Santos R.	Fire Fighter Recruit to Fire Fighter	Fire	PFT
7/8/16	Young, Shawn M.	Fire Fighter Recruit to Fire Fighter	Fire	PFT

EXIT				
Date	Name	Position	Department	Status
7/8/16	Rivera, Paul A.	Fire Fighter Recruit	Fire	PFT
7/14/16	Fajardo, Janna V.	Landfill Assistant	Solid Waste	RFT
7/14/16	Vanderweele, Koren J.	Police Officer	Police	RFT
7/15/16	Garcia, Anthony N.	W & S Maintenance Worker	Water	RFT
7/18/16	Iiams, Thomas J.	Police Recruit	Police	PFT
7/29/16	Sanchez, Christy L.	Administrative Assistant	Streets	RFT

RETIREMENT				
Date	Name	Position	Department	Status
7/29/16	Meredith, Jon E.	Police Officer	Police	RFT
7/31/16	Farmer, Josephine	Accounting Assistant Lead	Administration	RFT

ROSWELL POLICE DEPARTMENT
MONTHLY REPORT
July of 2016

CRIMES AGAINST PERSONS	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
<i>Murder*</i>	1	3	11	3	266.67%
<i>**Justifiable Homicide</i>	0	1	0	1	-100.00%
<i>Criminal Sexual Penetration</i>	1	5	9	18	-50.00%
<i>Robbery</i>	9	6	22	23	-4.35%
<i>Assault</i>	16	31	104	134	-22.39%
<i>Minors-Sexual Penetration</i>	0	1	12	9	33.33%
<i>Minors-Sexual Contact</i>	3	1	17	15	13.33%
<i>Child Abuse</i>	3	6	41	28	46.43%
<i>Crimes Against Persons (Non-Violent)*</i>	159	139	977	875	11.66%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	33	49	260	283	-8.13%
<i>Domestic Violence-Verbal</i>	56	70	387	349	10.89%

PROPERTY CRIMES					
<i>Burglary</i>	33	64	225	371	-39.35%
<i>Larceny</i>	168	147	900	1049	-14.20%
<i>Motor Vehicle Theft</i>	10	15	63	67	-5.97%
<i>Criminal Damage</i>	61	76	403	387	4.13%
<i>Graffiti</i>	13	6	33	48	-31.25%
<i>All Other Crimes Against Property**</i>	30	34	244	240	1.67%

DWI	14	15	82	72	13.89%
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PERSONS ARRESTED	683	486	4509	3543	27.27%
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TRAFFIC REPORT					
<i>Fatal Accidents</i>	0	0	0	3	-100.00%
<i>Injury Accidents</i>	24	24	179	170	5.29%
<i>Property Damage Only</i>	123	125	917	872	5.16%
<i>Traffic Citations</i>	1,011	804	6,751	8,119	-16.85%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	2,636	2,399	16,516	20,294	-18.62%
<i>Calls for Service</i>	3,538	3,472	21,784	20,680	5.34%

*Less Justifiable Homicide ie: self defense, officer involved shootings, etc. **The two numbers combined will reflect the homicide totals shown in Part I Crimes.

Philip Smith, Chief of Police

Prepared by Georgia Davey
2-Aug-16



			Jul-15	19		6,900		\$6,033.75			
			Difference	6		-1,509		*\$2,100.00			
			Percentage	32%		-22%		-35%			
			Waived Fees								

Comments:

- | |
|---|
| ● Alien Chase- Event went really well, event holder was pleased with the number of runners that participated. |
| ● Pet & Human Costume Contest- Event was really successful, general public was really pleased. |
| ● UFO Festival- Event was successful and interesting, everyone was pleased with speakers. |
| ● Public Hearing- Event holder said it went great, much larger attendance than he expected. |
| ● NM Senior Olympics- She said that everything went wonderful and she appreciated everything we did for them. |
| ● RHS Football Booster- Event holder said she was very happy with the turn out and she appreciated everything we did. The night went great. |
| ● Managing Multiple Projects- The instructor said she was very pleased with everything, especially the helpfulness of our staff. |
| ● Dunn Wedding- The event holder said that everything was great and that we were so helpful and sweet and appreciated everything. |



GOALS/ACTIVITY AND MONTHLY MAINTENANCE REPORT

JULY, 2016

Facilities Maintenance

Maintenance Staff changed the filters on all the HVAC units at the center on June 26th. The Filters are changed out every 4 to 6 months to keep all the units running efficiently. The carpets in the Exhibit Hall were shampooed and scotch guarded on May 23rd. The carpets in the Lobby, Breakout Rooms, East Hallway and Offices are scheduled to be shampooed and scotch guarded on June 13th. The Restrooms in the entire facility were sanitized and chemical washed on the 31st of May. The kitchen floor tile and appliances are scheduled to be sanitizer and chemical washed on June 13th. Staff constantly stays busy with the events, maintenance, cleaning, and repairs needed at the Center.

Exterior Repair and Maintenance

Staff worked on power washing the walls and sidewalks on the entire west side of the facility. Orlando from Facilities Maintenance started painting the (exterior) east side of the building on June 21st and will continue to paint in between events. Orlando will also get a paint match of the existing color. Facilities Maintenance is also working on texture repairs in the lobby and bathrooms on the west side of the building.

Floors and Carpet

The tile and grout in all the entry ways and lobby are scheduled to be chemically washed and cleaned on June the 9th. The Exhibit Hall carpets were shampooed and scotch guarded on May the 23rd. The kitchen floor tiles are scheduled to be sanitized and washed on June 13th. The carpets in the Classrooms, East Hall Way and front offices are scheduled to shampoo and scotch guarded on June 13th. Due to all the wear and tear during the year this is done once a year to keep a nice clean appearance. The cleaning, washing and sanitizing of the tile floors in the center are scheduled on a quarterly basis. Staff keeps up with the spot cleaning as well as stain removal of the tile and carpets in the entire facility before and after events.

Restrooms

The tile floors in all the rest rooms were chemically washed and cleaned on June 20th. Staff and Facilities Maintenance are staying on top of the drains in the Concession Stand and the sewer lines in the ladies restroom on the west side of the lobby. Hoping to eliminate the odor we have been dealing with on the north side of the lobby on windy days.

Fire Alarm System

Old Guard LLC preformed their quarterly test on June 29th with no problems. Inspection and testing of the fire alarm system has per NFPA and the Office of the Fire Marshal. Testing is done on a quarterly basis and the next test is scheduled for June 29th.

GOALS /ACTIVITY AND MONTHLY MAINTENANCE REPORT JULY, 2016

Visitors Center

For the month of July the Visitors Center had a plethora of visitors during the UFO Festival and Senior Olympics Games. Goody bags were given out to all those that were interested in having this information about Roswell. The Points of Interest Maps from the Tourisms Council were given out to the hotels as well as visitors coming into the Visitors Center. We continue to make sure hotels are stocked with the Roswell and Day Trip Brochures. Our Roswell Visitors Center website, Facebook and Marquee are updated on a daily basis and we continue to promote all the events in Roswell on the Portales radio on Thursday mornings of very week.

Staff

The Events Receptionists continue to work on the event files for the month of August, September and October. Event staff assisted attendees of the UFO Festival and New Mexico Senior Olympics with general information and directions. We prepared additional rental packets as we have recently had an influx of request for rental information. The Event Receptionist often assist in giving rental information to those inquiring by phone. The Event Services Director continues to update the Civic Center Facebook to inform the public of upcoming events. Staff has also worked on the Civic Center portion of the new city website. During the month of July, 2016 the Roswell Convention Center accommodated a total of 25 event days. Some of the events this month were the UFO Festival, New Mexico Senior Olympics, New employee Orientation and the RHS Football Booster. The events held this month had an estimated attendance of 5,391 guest.

Grounds Maintenance

Convention Center Staff continues to maintain the lawns and parking lot for the Convention Center and Museum along with cleaning under and around all the scrubs and in the parking lot and picking up trash in the spring river on the west side and next to the museum. Staff also maintains the Spring River between the Convention Center and the Museum cleaning and removing weeds and trash.

Museum Ground Maintenance

The Convention Center Staff continues to maintain the lawn at Museum. Replaced sprinkler heads and valves in preparations for the upcoming growing season. Staff has also been working on the flower beds and plants on the south side of the Museum as time allows.



MONTHLY EXPENSE REPORT

JUNE, 2016

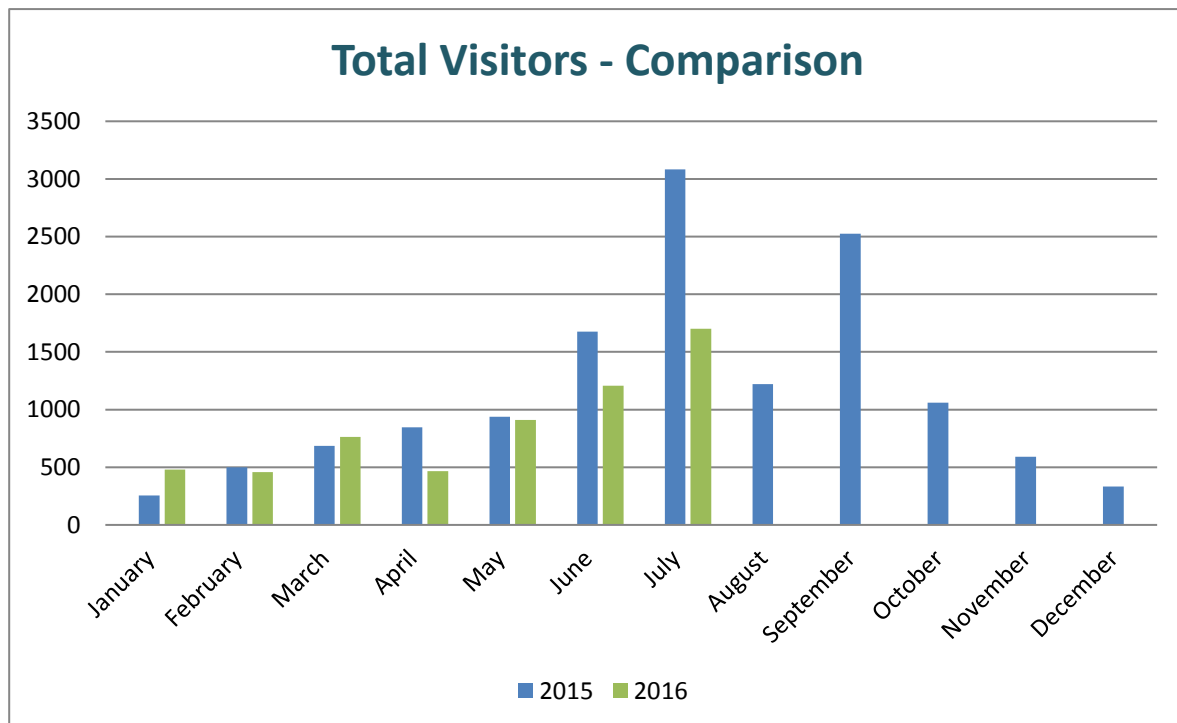
CURRENT				
Date	Vendor	Item	PO	Amount
7/5/2016	Fat Dog	XLR Wall Plugs	A89260	\$52.00
7/6/2016	Desert Security	Alarm Batteries	170044	\$171.18
7/6/2016	Desert Security	Monitoring-Fire	170048	\$167.38
7/6/2016	Desert Security	Monitoring-Burglary	170049	\$154.30
7/7/2016	UniFirst	Service	Open	\$87.56
7/8/2016	Old Guard	NFPA Inspection	164548	\$257.25
7/8/2016	Starr Janitorial	Concentrate- Gal.	170095	\$216.00
7/8/2016	Cintas	First Aid	170094	<u>\$63.46</u>
7/8/2016	Westlake Hardware	Stop Tip Kicks	A89261	\$57.18
7/11/2016	Fat Dog	250' XLR	164510	\$199.00
7/12/2016	Farmer Brothers	Coffee Supplies	170141	\$114.43
7/13/2016	Starr Janitorial	Dish Liquid	170215	\$279.44
7/14/2016	UniFirst	Service	Open	\$44.33
7/20/2016	Carpet Clinic	Stain Removal	170300	\$172.00
7/22/2016	UniFirst	Service	Open	\$65.94
7/25/2016	Roswell Livestock	Ball Value	A89173	\$7.98
7/26/2016	Enchantment Pest Control	Service	Open	\$32.25
7/26/2016	J&G Electric	Light Relay	A89174	\$3.25
7/28/2016	UniFirst	Service	Open	\$32.30
Current Total:				\$2,177.23

Pending				
Date	Vendor	Item	PO	Amount
Pending:				\$0.00

Roswell Visitor Center
Monthly Report
July 2016

	July		Comparison	
	2016	2015	2016YTD	2015YTD
Roswell & 200 mile Radius	59	236	222	744
New Mexico Visitors (not including Roswell Area)	229	316	579	1385
US Visitors (not including New Mexico)	1281	2230	4609	9432
Foreign Visitors	109	256	637	1715
Unknown	22	46	93	427
Totals Visitors	1700	3084	5985	13706
Nights Stayed in Roswell	771	1056	2341	4707

2016 YTD Comparison: January through July



CITY OF ROSWELL
CODE ENFORCEMENT DEPARTMENT
Month: July 2016

CODE ENFORCEMENT	This Month	This Month 2015	YTD*	2015 YTD*
Notices Mailed	717	628	717	628
Voluntary Compliance	372	363	372	363
No. of Cases Filed	25	15	25	15
No. Cases Dismissed	3	0	3	0
Resolution	65	113	65	113
Cleaned by City	36	59	36	59
Weeds	447	425	447	425
Inoperable Vehicles	44	19	44	19
Litter	76	41	76	41
Unsanitary Premises	89	31	89	31
Signs	15	40	15	40
Zoning	2	1	2	1
Obstructions	14	9	14	9
Public Nuisances	29	17	29	17
Garage Sales No permit	0	45	0	45

BUSINESS LICENSES	This Month	This Month 2015	YTD*	2015 YTD*
Total Licenses Issued	238	121	238	121
Renewed Licenses	189	79	189	79
New Licenses	24	26	24	26
Temporary Permits Issued	25	16	25	16
Receipts	\$8,757	\$5,178	\$8,757	\$5,178

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
New Construction	6		4		6		4	
All Other Construction	52		41		52		41	
Total Permits Issued	58		45		58		45	
Total Active Permits	453		466		***		***	
Current Valuation	\$4,016,102		\$4,808,657		\$4,016,102		\$4,808,657	
Total Fees Collected	\$30,321		\$24,279		\$30,321		\$24,279	

PLUMBING INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Plumbing & Gas Permits--New	8	\$662.00	8	\$506.00	8	\$662.00	8	\$506.00
Plumbing & Gas Permits—Misc.	40	\$2,040.50	34	\$1,512.00	40	\$2,040.50	34	\$1,512.00
Gas Line Inspections	9	\$284.00	24	\$851.25	9	\$284.00	24	\$851.25
Totals	57	\$2,986.50	66	\$2,869.25	57	\$2,986.50	66	\$2,869.25

ELECTRICAL INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Electric Permits--New	3	\$405	5	\$1,055	3	\$405	5	\$1,055
Electric Permits—Misc.	23	\$1,382	148	\$5,725	23	\$1,382	148	\$5,725
Service Change	9	\$315	12	\$535	9	\$315	12	\$535
Totals	35	\$2,102	165	\$7,315	35	\$2,102	165	\$7,315

*Figures calculated to reflect FYTD

Signed: _____
C: CE monthly July 2016.docx

City of Roswell Fire Department Chief's Report



To: City Council

From: Chief Devin Graham

Date: August 3, 2016

Ref: Department Report – January 1 to August 3 - 2016

Total Calls for Service – 5,154

Emergency Medical Services Division – Total Activities - 4601

CARDIAC ARRESTS – 39

Cardiac Arrest Saves – 8

Fire Services – Total Activities 553

Structure Fires – 30

False Alarms – 209

Aircraft Fires - 1

Vehicle Fires – 15

Grass Fires – 61

Natural Gas/Propane Leaks - 25

Dumpster – 23

EOD – 1

Other – 187

Fire Related Rescues - 1

Fire Marshal's Division

General Inspections - 756

Fire Investigations – 41

Plans Reviews – 13

Public Fire Extinguisher Training Classes – 9

TRAINING DIVISION

Training Hours 2016 – 7025

STAFFING AND RECRUITING

8 Current Shift Vacancies

Recruit Academy began on July 8th, 2016 with six new firefighter recruits.

One recruit immediately resigned leaving us with five in the academy.

Placed one recruit immediately on shift as he was a certified firefighter and EMT-Basic.

We are currently accepting applications to fill current and future openings.

PARKS & RECREATION DEPARTMENT
July 2016

PARKS

Total department acreage	627.2
Parks-acres in inventory	486.2
Recreation Trails	11.2 miles
Full time Employees	16
Temporaries/FTE	4/2

Maintenance

- Checking and repairing irrigation.
- Mowing and spraying for weeds.

Specifics

- Provided support with set-up and clean-up for the 4th of July events at Cielo Grande.
- Continued working on the list of improvements at the Zoo; aerating the grounds in preparation for weed eradication, fertilizing and trimming the trees.
- Repair work on the miniature train at the Zoo; a new engine was installed, new brakes, a car repaired and added, and some cosmetic updates as well.
- Installed new park signs at Martin Luther King Park and Enchanted Lands Park.
- Received 36 new signs for the disc golf course and planning is underway for installation.
- Evaluating and repairing irrigation systems at Noon Optimist, the Men's Softball complex, and Russ DeKay.
- Assisted the Civic Center in repairing their irrigation.
- After a report of a problem with goat head stickers at Stiles Field, special equipment was purchased and used to remove the goat heads there. This will continue to be monitored and managed.

Submitted by Jim Burress - Parks and Grounds Manager
Approved by Tim Williams - Parks and Recreation Director

SOUTH PARK CEMETERY

Number of casket burials	15
Number of cremation burials	10
Veteran's Cemetery casket burials	2
Veteran's Cemetery cremation burials	1
Acres in inventory	210
Full-time employees (FTE) equivalent	7
Total Revenue for July 2016	\$21,990

Maintenance

- Dug and tamped for 28 services during the month
- Replaced 3" valves in blocks 44 and 45
- Repaired electrical problems in blocks 44, 45, 46, and 62
- Additional hand watering on 1-2 year old planted trees in 12 different blocks due to high temperatures.
- Sprinkler repairs and adjustments throughout the cemetery

Specifics

- Conducted a total of 28 services for the month of July

Submitted by Ruben Esquevel - South Park Cemetery Supervisor
Daisy Diaz - Administrative Assistant

Approved by Tim Williams - Parks and Recreation Director

NANCY LOPEZ GOLF COURSE AT SPRING RIVER

Total Department Acreage	144
Trees	2200
Full Time Employees (FTE) equivalent	6
Temporaries/Full Time Equivalent	2.5
Total Revenue for July 2016	\$27,912

Maintenance

- The greens were treated for nematodes on 14th of July. The greens are in excellent shape and are now again some of the best in the state however there are still some areas around the perimeter of the greens that have to have the sod replaced. This will be an ongoing process throughout the rest of the year. The root system is now healthy and producing new growth.
- The aeration pumps for the Bird sanctuary were repaired on the 29th and are functioning quite well.

Specifics

- The golf course is in excellent condition considering there hasn't been any rain and the excessive heat for the month of July

Program/Events

- The Desert Sun Classic was held July 15th-17th with 120 participants and was a huge success.

	Fiscal 2014		Fiscal 2015		Fiscal 2016		Fiscal 2017
Jul-13	\$ 38,599.57	Jul-14	\$ 35,771.17	Jul-15	\$27,319.31	Jul-16	27,912.34
Aug-13	\$ 38,663.39	Aug-14	\$ 32,397.36	Aug-15	\$30,121.17	Aug-16	
Sep-13	\$ 27,130.34	Sep-14	\$ 29,156.11	Sep-15	\$23,038.93	Sep-16	
Oct-13	\$ 26,798.86	Oct-14	\$ 21,767.51	Oct-15	\$19,887.05	Oct-16	
Nov-13	\$ 18,958.67	Nov-14	\$ 17,478.31	Nov-15	\$ 9,154.14	Nov-16	
Dec-13	\$ 16,326.58	Dec-14	\$ 14,889.77	Dec-15	\$11,937.33	Dec-16	
Jan-14	\$ 14,997.19	Jan-15	\$ 10,783.17	Jan-16	\$ 7,497.84	Jan-17	
Feb-14	\$ 23,466.23	Feb-15	\$ 19,359.64	Feb-16	\$27,701.36	Feb-17	
Mar-14	\$ 31,675.38	Mar-15	\$ 29,775.47	Mar-16	\$26,368.65	Mar-17	
Apr-14	\$ 29,449.28	Apr-15	\$ 31,859.04	Apr-16	\$29,456.44	Apr-17	
May-14	\$ 41,017.27	May-15	\$ 46,982.97	May-16	\$35,046.29	May-17	
Jun-14	\$ 33,480.25	Jun-15	\$ 35,759.57	Jun-16	\$29,013.64	June-17	
	\$340,563.01		\$325,980.09		\$276,542.15		

Submitted by David Blewitt - Golf Course Superintendent
 Carlton Blewitt - Golf Course Professional

Approved by Tim Williams - Parks and Recreation Director

RECREATION

Roswell Adult Center estimated attendance	8,800
Special Programs/Co Sponsorships estimated attendance	
23,500	
Yucca Recreation Programming estimated attendance	2,073

Revenues

Yucca	\$873
Vacation Fun	2,071
Sports Camps	1,715
Youth Fees	4,660
Roswell Adult Center	
Concession	\$235
Classes	340
Rentals	417
Admission	992

Specifics

- The Vacation Fun Program remained busy with field trips and activities. The soccer program is winding down.
- Summer sports camps held for July were volleyball, basketball, and football.
- Roswell Adult Center classes are going well - building continues to be very busy.
- Special Programs: Movies in the park continue to do well, the UFO Festival and Fireworks had great attendance. New Mexico Senior Olympic games kept recreation busy with their many activities.

Maintenance

- Roswell Adult Center: Calls made into facility maintenance for various small repairs (leaks, ice machine, heating/cooling, fountain). Air conditioning needed a new compressor. The roof still needs major repair and mold in a classroom remains to be dealt with (the room is still closed to the public). The wood working room will be cleaned out and used for other classes.

Program/Events

- Yucca Recreation: SuperKids had to be cancelled due to safety concerns at Bottomless Lakes. Movies in the Park will continue through August 5th. Planning underway for fall events including National Night Out, Youth Volleyball League, and the upcoming Youth Basketball League.
- Sports/Leagues: Registration is underway for the RYFL football/cheer, City Cross Country Meet and the Turtle Marathon held on Labor Day.
- Roswell Adult & Senior Center will continue to schedule dances, rentals and prepare for upcoming Lifelong Scholars Program to include several new youth classes.

Submitted by Laurie Jerge - Recreation Superintendent

Approved by Tim Williams - Parks and Recreation Director